

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 69	
2. CONTRACT (Proc. Inst. Ident.) NO. EP-C-15-012				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. PR-OW-15-00212	
5. ISSUED BY CODE		CP0D		6. ADMINISTERED BY (If other than Item 5)		CODE	
CP0D US Environmental Protection Agency Cincinnati Procurement Operations Division 26 West Martin Luther King Drive Cincinnati OH 45268							
7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) COMPUTER SCIENCES CORPORATION Attn: (b)(4) 14120 NEWBROOK DR CHANTILLY VA 20151				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN			
CODE (b)(4)		FACILITY CODE				ITEM	
11. SHIP TO/MARK FOR CODE		OW/OGWDW/WSD		12. PAYMENT WILL BE MADE BY CODE		RTP	
Water Security Division US Environmental Protection Agency 1200 Pennsylvania Avenue NW Mail Code: 4608T Washington DC 20460				RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 3304 (a) ()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT	
						15E. UNIT PRICE	
						15F. AMOUNT	
Continued							
				15G. TOTAL AMOUNT OF CONTRACT		\$8,617,810.00	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number SOL-CI-14-00013			
19A. NAME AND TITLE OF SIGNER (Type or print) Brenda M. Lodge, Contracts Advisor				20A. NAME OF CONTRACTING OFFICER Sandra Stargardt-Licis			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY <u>Brenda M. Lodge</u>		6/29/15		BY <u>Sandra Stargardt-Licis</u>		6/29/15	
(Signature of person authorized to sign)				(Signature of the Contracting Officer)			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

COMPUTER SCIENCES CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: (b)(4) Water Security Division- Mission Support Max Expire Date: 07/31/2020 Delivery: 06/30/2016 Accounting Info: 15-16-C-40CE-201B71XPB-2505-1540WSE007-001 BFY: 15 EFY: 16 Fund: C Budget Org: 40CE Program (PRC): 201B71XPB Budget (BOC): 2505 DCN - Line ID: 1540WSE007-001 FOB: Destination Period of Performance: 08/01/2015 to 07/31/2016 Period of performance				
0001	BASE PERIOD -Contract Ceiling and Funding				386,234.16
00010001	BASE PERIOD - LOE hours in accordance with PWS	79500	HR	0.00	0.00
00010002	BASE PERIOD- Optional Contract Ceiling and Funding (Option Line Item)				7,547,025.00
00010003	BASE PERIOD - Optional LOE hours in accordance with PWS (Option Line Item)	70500	HR	0.00	0.00
1001	OPTION PERIOD 1- Contract Ceiling and Funding (Option Line Item) 06/01/2014				8,737,857.00
10010001	OPTION PERIOD 1 - LOE hours in accordance with PWS (Option Line Item) 06/01/2014	79500	HR	0.00	0.00
10010002	OPTION PERIOD 1- Optional Contract Ceiling and Funding (Option Line Item) 06/01/2014				7,650,904.00
10010003	OPTION PERIOD 1 - Optional LOE hours in accordance with PWS (Option Line Item) 06/01/2014	70500	HR	0.00	0.00
2001	OPTION PERIOD 2- Contract Ceiling and Funding (Option Line Item) 06/01/2015 Continued ...				8,901,273.00

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NAME OF OFFEROR OR CONTRACTOR

COMPUTER SCIENCES CORPORATION

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20010001	OPTION PERIOD 2 - LOE hours in accordance with PWS (Option Line Item) 06/01/2015	79500	HR		0.00
20010002	OPTION PERIOD 2- Optional Contract Ceiling and Funding (Option Line Item) 06/01/2015				7,791,518.00
20010003	OPTION PERIOD 2 - Optional LOE hours in accordance with PWS (Option Line Item) 06/01/2015	70500	HR	0.00	0.00
3001	OPTION PERIOD 3- Contract Ceiling and Funding (Option Line Item) 06/01/2015				9,076,888.00
30010001	OPTION PERIOD 3 - LOE hours in accordance with PWS (Option Line Item) 06/01/2015	79500	HR	0.00	0.00
30010002	OPTION PERIOD 3- Optional Contract Ceiling and Funding (Option Line Item) 06/01/2015				7,946,860.00
30010003	OPTION PERIOD 3 - Optional LOE hours in accordance with PWS (Option Line Item) 06/01/2015	70500	HR	0.00	0.00
4001	OPTION PERIOD 4- Contract Ceiling and Funding (Option Line Item) 06/01/2016				9,266,834.00
40010001	OPTION PERIOD 4 - LOE hours in accordance with PWS (Option Line Item) 06/01/2016	79500	HR	0.00	0.00
40010002	OPTION PERIOD 4- Optional Contract Ceiling and Funding (Option Line Item) 06/01/2016				8,107,776.00
40010003	OPTION PERIOD 4 - Optional LOE hours in accordance with PWS Continued ...	70500	HR	0.00	0.00

AUTHORIZED FOR LOCAL REPRODUCTION

OPTIONAL FORM 336 (4-88)
Sponsored by GSA
FAR (48 CFR) 53.110

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NAME OF OFFEROR OR CONTRACTOR

COMPUTER SCIENCES CORPORATION

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	(Option Line Item) 06/01/2016				

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SECTION B - Supplies or Services/Prices***B-1 Clauses*****B-1 EPAAR 1552.211-74 WORK ASSIGNMENTS. (DEC 2014) - ALTERNATE III (DEC 2014)**

(a) The contractor shall perform work under this contract as specified in written work assignments issued by the Contracting Officer.

(b) Each work assignment may include (1) a numerical designation, (2) approved workplan labor hours or an estimated initial level of effort provided in accordance with 1511.011-74, (3) the period of performance and schedule of deliverables, and (4) the description of the work.

(c) The Contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within 5 calendar days after its receipt. The Contractor shall begin working on a work plan immediately upon receipt of a work assignment. Within 20 calendar days after receipt of a work assignment, the Contractor shall submit 1 copy of a work plan to the Contract-level Contracting Officer's Representative and 1 copy to the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate. Within 35 calendar days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor. The Contractor is not authorized to start work without an approved work plan unless approved by the Contracting Officer or otherwise specified. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer approves the work plan.

(d) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(e) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

(f) Within 20 days of receipt of the work assignment or similar tasking document, the Contractor shall provide a conflict of interest (COI) certification.

Before submitting the COI certification, the Contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief that all actual or potential organizational COIs have been reported to the Contracting Officer, or that to the best of the Contractor's knowledge and belief, no actual or potential organizational COIs exist. In addition, the Contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational COIs to the Contractor. The COI certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential COI arising during performance of this work assignment.

(End of clause)

**B-2 Local Clauses 1552.211-73 LEVEL OF EFFORT - COST REIMBURSEMENT TERM CONTRACT
(APR 1984)(DEVIATION)(AUG 1995)**

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 79,500 direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(end of clause)

B-3 Local Clauses EPA-B-16-102 ESTIMATED COST AND FIXED FEE

(a) The estimated cost of this contract is (b)(4)

(b) The fixed fee is (b)(4)

(c) The total estimated cost and fixed fee is \$8,617,810.00.

B-4 Local Clauses EPA-B-32-101 LIMITATION OF FUNDS NOTICE

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of (b)(4) is allotted to cover estimated cost. Funding in the amount of (b)(4) is provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through August 17, 2015.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

(c) Recapitulation of Funds will be updated with each modification.

SECTION C - Description/Specifications

C-1 Clauses

C-1 EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT. (JAN 2012)

Compliance with EPA Policies for Information Resources Management

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM-related work under this contract in accordance with the IRM policies, standards, and procedures set forth on the Office of Environmental Information policy Web site. Upon receipt of a work request (i.e. delivery order, task order, or work assignment), the Contractor shall check this listing of directives. The applicable directives for performance of the work request are those in effect on the date of issuance of the work request. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards, and procedures.

(c) *Section 508 requirements (accessibility)*. Contract deliverables are required to be compliant with Section 508 requirements (accessibility for people with disabilities). The Environmental Protection Agency policy for 508 compliance can be found at www.epa.gov/accessibility.

(d) Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/policies/index.html>.

(End of clause)

C-2 Local Clauses EPA-C-10-101 STATEMENT OF WORK/PERFORMANCE WORK STATEMENT/SPECIFICATIONS

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the performance work statement included in Attachment 1. Work will be ordered against the subject performance work statement through Contracting Officer issuance of work assignments.

C-3 Local Clauses EPA-C-10-103 INCORPORATION OF CONTRACTOR'S QUALITY ASSURANCE (QA) PLAN

The Contractor shall adhere to the procedures set forth in its QA plan dated April 6, 2015, which is incorporated by reference.

SECTION D - Packaging and Marking

For this contract there are no clauses in this Section.

SECTION E - Inspection and Acceptance**E-1 Clauses****E-1 FAR 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT. (APR 1984)****E-2 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT. (DEC 2014)**

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

The Contractor shall comply with the higher-level quality standard selected below.

	Title	Number	Date	Tailoring	
[x]	Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs	ANSI/ASQC E4	1994	See Below	

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

A. Pre-Award Documentation: The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal:

	Documentation	Specifications
[x]	Quality Management Plan	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01]
[]	Joint Quality Management Plan/Quality Assurance Project Plan for the Contract	EPA Requirements for Quality Management Plans (QA/R-2)[dated 03/20/01] and EPA Requirements for Quality Assurance Project Plans (QA/R) [dated 03/20/01]
[]	Programmatic Quality Assurance Project Plan For the Entire Program (contract)	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]
[]	Other Equivalent	

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA. The offeror shall describe its plan for covering the costs associated with required documentation. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

B. Post-Award Documentation: The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below:

C.	Documentation	Specification	Due After
<input type="checkbox"/>	Quality Management Plan	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01]	Award of Contract
<input type="checkbox"/>	Joint Quality Management Plan/Quality Assurance Project Plan for the Contract	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01] and EPA Requirements for Quality Assurance Project Plans (QA-R-5) [dated 03/20/02]	Award of contract
<input type="checkbox"/>	Quality Assurance Project Plan for the Contract	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	Award of Contract
<input type="checkbox"/>	Programmatic Quality Assurance Project Plan For the entire Program (contract)	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	Award of Contract
<input checked="" type="checkbox"/>	Quality Assurance Project Plan for each Applicable project	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	Issuance of statement of work for the applicable project
<input type="checkbox"/>	Project-specific Supplement to Programmatic Quality Assurance Project Plan For each applicable Project.	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	Issuance of statement of work for the applicable project
<input type="checkbox"/>	Other Equivalent	<input type="checkbox"/> award of contract	<input type="checkbox"/> issuance of statement of work For the project

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA. The offeror shall describe their plan for covering the costs associated with the required documentation.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation. (Note: Statement of Work includes statements of work to perform projects under work assignments, task orders, delivery orders, etc.)

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require-

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

SECTION F - Deliveries or Performance***F-1 Clauses*****F-1 FAR 52.242-15 STOP-WORK ORDER. (AUG 1989) - ALTERNATE I (APR 1984)****F-2 EPAAR 1552.211-70 REPORTS OF WORK. (OCT 2000)**

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with Attachment 2. Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the Contractor preparing the report.

The OMB clearance number for progress reports delivered under this contract is 2030-0005.

(End of clause)

F-3 EPAAR 1552.211-75 WORKING FILES. (APR 1984)

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

(End of clause)

F-4 EPAAR 1552.211-78 MANAGEMENT CONSULTING SERVICES. (APR 1985)

All reports containing recommendations to the Environmental Protection Agency shall include the following information on the cover of each report: (a) Name and business address of the contractor; (b) contract number; (c) contract dollar amount; (d) whether the contract was subject to full and open competition or a sole source acquisition; (e) name of the EPA Project Officer and the EPA Project Officer's office identification and location; and (f) date of report.

(End of clause)

F-5 Local Clauses EPA-F-12-101 PERIOD OF PERFORMANCE

The period of performance of this contract shall be from effective date of contract award through July 31, 2016 inclusive of all required reports.

SECTION G - Contract Administration Data***G-1 Clauses*****G-1 EPAAR 1552.216-74 PAYMENT OF FEE. (MAY 1991)**

(a) The term fee in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.

(b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.211-73, Level of Effort-Cost-Reimbursement Term Contract.

(End of clause)

G-2 EPAAR 1552.245-70 GOVERNMENT PROPERTY. (SEP 2009)

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without prior written approval from the Contracting Officer. If the Contracting Officer authorizes the contractor to acquire and/or fabricate equipment for use in the performance of this contract, the equipment shall be subject to the provisions of the "Government Property" clause and listed on the contract via contract modification.

(b) If the Government provides item(s) of Government property to the contractor for use in the performance of this contract, this property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

The "EPA Contract Property Administration Requirements" provided below apply to this contract.

U.S. Environmental Protection Agency

Contract Property Administration Requirements

1. Purpose. This document sets forth the requirements for the U.S. Environmental Protection Agency (EPA) contractors performing Government property management responsibilities under EPA contracts. These requirements supplement those contained in the Government Property clause(s) and Part 45 Government Property of the Federal Acquisition Regulation (FAR).

2. Contract Property Administration (CPAR)

a. EPA Delegation. EPA delegates all contract property administration to the EPA Contract Property Coordinator (CPC). The delegations apply to all EPA contracts issued with or that have the potential to receive, purchase or acquire Government Property or include the Government Property clauses. In addition to administering all contract property, the CPC provides technical expertise and assistance to the Contracting Officer (CO) and Contracting Officer Technical Representative (COTR) relative to Government Property.

b. DCMA Re-delegation. The CPC may request support for contract property management oversight, including property administration and plant clearance, from the Defense Contract Management Agency (DCMA). If DCMA agrees to provide support, DCMA will notify the contractor of the assigned property

administrator (PA) and plant clearance officer (PLCO). The DCMA PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact the EPA CO. In the event of a disagreement between the contractor and the DCMA PA, the contractor should seek resolution from the CO. Unless, otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMA PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract and the CPC.

c. Disagreements. Notwithstanding the delegation(s), as necessary, the contractor may contact the CO. In the event of a disagreement between the contractor and the PA or the CPC the contractor should seek resolution from the CO.

3. Requests for Government Property.

In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government property is required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

- a. Contract number for which the property is required.
- b. An item(s) description, quantity and estimated cost.
- c. Certification that no like contractor property exists which could be utilized.
- d. A detailed description of the task-related purpose of the property.
- e. Explanation of negative impact if property is not provided by the Government.
- f. Lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government, with the exception of requests for material purchases. The contractor may not proceed with acquisition of property on behalf of the Government until receipt of written authorization from the Contracting Officer.

4. Transfer of Government Property. The Contracting Officer initiates the transfer of the government property via a contract modification. The transferor (EPA or another contractor) shall provide to the transferee, the receiving contractor, the information needed to establish and maintain the property records required of FAR 52.245-1, as well as all of the applicable data elements required by Attachment 1 of this clause. The transferee, the receiving contractor, should perform a complete inventory of the property before signing the acceptance document for the property. Accountability will transfer to the receiving contractor upon receipt and acceptance of the property, in accordance with FAR 45.106.

5. Records of Government Property.

a. In accordance with FAR 52.245-1, the contractor shall create and maintain records of all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material provided by the Government or acquired by the contractor and billed as a direct charge to the contract is Government property and records must be established as such.

b. The Contractor shall identify all Superfund property and designate it as such both on the item and on the Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

c. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

d. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the designated CPC and the Fleet Manager.

e. When Government property is disclosed to be in the management and/or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 52.245-1.

6. Inventories of Government Property. The contractor shall conduct a complete physical inventory of EPA property at least once per year. The contractor shall report the results of the inventory, including any discrepancies, to the CO. Reconciliation of discrepancies shall be completed in accordance with the schedule negotiated with the CO. See section 10 herein, Contract Closeout, for information on final inventories.

7. Reports of Government Property. EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession. The annual summary is due as of September 30th of each year, and upon contract termination or expiration.

a. For each classification listed on the EPA Property Report form, with the exception of material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as Plant Equipment, Superfund and Special Test Equipment must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

e. The reports are to be received at EPA by the CPC by October 5th of each year.

f. Distribution shall be as follows:

Original to: CPC

One copy: CO

g. Contractors are required to comply with GSA and DOE special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the CPC.

8. Disposition of Government Property. The disposition process is composed of three distinct phases: identification, reporting, and final disposition.

a. Identification. The disposition process begins with the contractor identifying Government property that is no longer required for contract performance. Effective contract property management systems provide for identification of excess as it occurs. Once Government property has been determined to be excess to the accountable contract, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred via contract modifications to other contracts only when the COs on both the current contract and the receiving contract authorize the transfer.

b. Reporting.

(i) EPA. Government property shall be reported in accordance with FAR 52.245-1. The Standard Form, SF 1428, Inventory Disposal Schedule, provides the format for reporting excess Government property. Instructions for completing and when to use the form may be found at FAR 52.245-1(j). Forward the completed SF 1428 to the CPC. The SF 1428 is available at <http://www.arnet.gov/far/current/html/FormsStandard54.html>. Superfund property must contain a Superfund notification and the following language must be displayed on the form: "Note to CO: Reimbursement to the EPA Superfund is required."

(ii) DCMA. If the EPA contract has been re-delegated to DCMA, the excess items will be entered into the Plant Clearance Automated Reutilization Screening System (PCARSS). Access and information pertaining to this system may be addressed to the DCMA Plant Clearance Officer (PLCO).

c. Disposition Instructions.

(i) Retention. When Government property is identified as excess, the CO may direct the contractor in writing to retain all or part of the excess Government Property under the current contract for possible future requirements.

(ii) Return to EPA. When Government property is identified as excess, the CO may direct the contractor in writing to return those items to EPA inventory. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO.

(iii) Transfer. When Government property is identified as excess, the CO may direct the contractor in writing to transfer the property to another EPA contractor. The contractor shall transfer the property by shipping it in accordance with the instructions provided by the CO. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause.

(iv) Sale. If GSA or the DCMA PLCO conducts a sale of the excess Government property, the contractor shall allow prospective bidders access to property offered for sale.

(v) Abandonment. Abandoned property must be disposed of in a manner that does not endanger the health and safety of the public. If the contract is delegated to DCMA and the contractor has input EPA property into the PCARSS system, the EPA Property Utilization Officer (PUO) shall notify the CO. The CO shall notify the contractor in writing of those items EPA would like to retain, have returned or transferred to another EPA contractor. The contractor shall notify the DCMA PLCO and request withdrawal of those items from the inventory schedule. The contractor shall update the Government property record to indicate the disposition of the item and to close the record. The contractor shall also obtain either a signed receipt or proof of shipment from the recipient. The contractor shall notify the CO when all actions pertaining to disposition have been completed. The contractor shall complete an EPA Property report with changes, to include supporting documentation of completed disposition actions and submit it to the CPC.

9. Decontamination. In addition to the requirements of the "Government Property" clause and prior to performing disposition of any EPA Government Property, the contractor shall certify in writing that the property is free from contamination by any hazardous or toxic substances.

10. Contract Closeout. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the CO. If the contract is delegated to DCMA, the physical inventory report will be submitted to the EPA CO and a copy submitted to the DCMA PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO and if delegated, a copy to the DCMA PA. In order to expedite the disposal process, contractors may be required to, or may elect to submit to the CPC, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed. The contractor shall update all property records to show disposal action. The contractor shall notify the CO, and, if delegated, the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed. The contractor shall complete a FINAL EPA Property report with all supporting documentation to the CPC.

Attachment 1

Required Data Element--In addition to the requirements of FAR 52.245-1(f)(vi), Reports of Government Property, the contractor is required to maintain, and report the following data elements for EPA Government property (all elements are not applicable to material):

Name and address of the administrative Contracting Officer; Name of the contractor representative; Business type; Name and address of the contract property coordinator; Superfund (Yes/No); No. of Subcontractor/Alternate Locations.

Note: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

(End of clause)

G-3 EPAAR 1552.245-71 GOVERNMENT-FURNISHED DATA. (SEP 2009)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.
- (b) Title to Government-furnished data shall remain in the Government.
- (c) The Contractor shall use the Government-furnished data only in connection with this contract.
- (d) The following data will be furnished to the Contractor on or about the time indicated: as specified in applicable work assignment
- (End of clause)

G-4 Local Clauses 1552.232-70 SUBMISSION OF INVOICES (JUN 1996) DEVIATION

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

- (a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 12 on the cover of the contract; two copies to the contract level Contracting Officer's Representative (the Contracting Officer's Representative may direct one of these copies to a separate address); and one copy to the Contracting Officer.
- (b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.
- (c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.
- (2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.
- (d)(1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.
- (d)(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

INVOICE PREPARATION INSTRUCTIONS

SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.

- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page ____ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in **Date of Delivery or Service** above.

INVOICE PREPARATION INSTRUCTIONS **SF 1035**

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by contractor labor category the number of hours, hourly rate and total dollars billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - by subcontractor, provide detailed supporting schedules of each element of cost as provided herein for prime contract costs.

Other Direct Costs - identify by item the quantities, unit prices, and total dollars billed.

Consultants - by consultant, detailed supporting schedules of each element of cost.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed hourly rate, and total dollars billed for the period in the invoice.

Subcontracts - by subcontractor, provide detailed supporting schedules of each element of cost as provided herein for prime contract costs.

Other Direct Costs - identify by item the quantities, unit prices, and total dollars billed.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Consultants - by consultant, detailed supporting schedules of each element of cost.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules.

NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

G-5 Local Clauses 1552.242-70 INDIRECT COSTS (APR 1984) (DEVIATION) (JUN 1992)

(a) In accordance with paragraph (d) of the 'Allowable Costs and Payment' clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
Chief, Cost Policy and Rate Negotiation Section
Procurement and Contracts Management Division
(PM-214F)
401 M St., S.W.
Washington, D.C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.804-4) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the 'Allowable Costs and Payment' clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, subject to adjustment when the final rates established. The established billing rates are currently as follows:

<u>Indirect Rates</u>	<u>Base Period</u>	<u>Option Period 1</u>	<u>Option Period 2</u>	<u>Option Period 3</u>	<u>Option Period 4</u>
(b)(4)					

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing

the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:
None

G-6 Local Clauses EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES

Contract-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:

Laura Jenkins
OW/OGWDW/WSD
Mail code 8P-W-DW
1595 Wynkoop St.
Denver, CO 80202
303-312-6256
Jenkins.Laura@epa.gov

Alternate COR:
Debbie Newberry
Mail Code: 4608T
1200 Pennsylvania Ave. NW
Washington DC 20460
202-564-1415
Newberry.Debbie@epa.gov

Contracting Officials responsible for administering this contract are as follows:

Cathy Basu
USEPA/CPOD
4411 Montogemry Road Suite 300
Norwood, OH 45212
513-487-2042
Basu.Cathy@epa.gov

G-7 Local Clauses EPA-G-45-101 DESIGNATION OF PROPERTY ADMINISTRATOR

The property administrator for this contract is as follows:

Ms. Tina Harrison
EPA 1200 Pennsylvania Avenue, NW (M/C 3204R)
Washington, DC 20460

Harrison.tina@epa.gov
202-564-1095

The property administrator is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.

SECTION H - Special Contract Requirements

H-1 Clauses

H-1 EPAAR 1552.203-71 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER. (AUG 2000)

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

H-2 EPAAR 1552.208-70 PRINTING. (SEP 2012)

(a) *Definitions.* "Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of a camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing."

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and include microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the duplication limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

"Incidental" means a draft and/or proofed document (not a final document) that is not prohibited from printing under EPA contracts.

(b) *Prohibition.* (1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the printing limitation is to eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.* (1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.* (1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing and a waiver must be obtained. Only the Joint Committee on Printing has the authority to grant waivers to the printing requirements. All Agency waiver requests must be coordinated with EPA's Headquarters Printing Management Team, Facilities and Services Division, and with the Office of General Counsel. Duplication services of "incidentals" in excess of the thresholds are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing and a waiver must be obtained. Only the Joint Committee on Printing has the authority to grant waivers to the printing requirements. All Agency waiver requests must be coordinated with EPA's Headquarters Printing Management Team, Facilities and Services Division, and with the Office of General Counsel.

(4) The contractor may perform the duplication of no more than a total of 500 units of an electronic information storage device (e.g., CD-ROMs, DVDs, thumb drives) (including labeling and packaging) per work assignment or task order/delivery order per contract year. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing and a waiver must be obtained. Only the Joint Committee on Printing has the authority to grant waivers to the printing requirements. All Agency waiver requests must be coordinated with EPA's Headquarters Printing Management Team, Facilities and Services Division, and with the

Office of General Counsel.

Pursuant to the July 2008 guidance *Promotional Communications for EPA*, a thumb drive can be used as a promotional item, but it also must be an information medium in itself. Namely, it must have substantive EPA information already loaded into the drive. Due to its intrinsic material value, it may not be used simply or primarily to display an EPA message on the exterior of the drive.

(e) *Violations*. The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Clause*. The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

(End of clause)

**H-3 EPAAR 1552.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST. (MAY 1994) -
ALTERNATE I (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies-The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

(End of clause)

**H-4 EPAAR 1552.209-73 NOTIFICATIONS OF CONFLICT OF INTEREST REGARDING
PERSONNEL. (MAY 1994) - ALTERNATE I (JAN 2015)**

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Contracting Officer's Representative and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Contracting Officer's Representative and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H-5 EPAAR 1552.209-74 LIMITATION OF FUTURE CONTRACTING. (APR 2004) ALTERNATE V (HEADQUARTERS SUPPORT) (APR 2004)

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) The Contractor, during the life of this contract, will be ineligible to enter into business or financial relationships which would support or affect any efforts to overturn or circumvent limitations, regulations, guidelines, standards, and/or criteria relating to the Public Health Security and Bioterrorism Preparedness and Response Act, Safe Drinking Water Act, and the Clean Water Act, for which it has provided, is providing, or has work assignments to provide technical and administrative support under this contract, without prior written authorization from the cognizant EPA CO. The restriction shall be in effect during the life of the contract.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or

confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

(End of clause)

H-6 EPAAR 1552.215-74 ADVANCED UNDERSTANDING-UNCOMPENSATED TIME. (AUG 1999)

(a) The estimated cost of this contract is based upon the Contractor's proposal which specified that exempt personnel identified to work at the Contractor's facilities will provide uncompensated labor hours to the contract totaling .966 percent of compensated labor. (Note: the commitment for uncompensated time, and the formula elements in paragraph (b) below, apply only to exempt personnel working at the Contractor's facilities and does not include non-exempt personnel or exempt personnel working at other facilities.) Uncompensated labor hours are defined as hours of exempt personnel in excess of regular hours for a 40 hour week pay period which are actually worked and recorded in accordance with the company policy, entitled, **CSC Human Resources Management Policy (HRMP) 243**.

(b) Recognizing that the probable cost to the Government for the labor provided under this contract is calculated assuming a proposed level of uncompensated labor hours, it is hereby agreed that in the event the proposed level of uncompensated labor hours are not provided, an adjustment, calculated in accordance with the following formula will be made to the contract amount.

Formula:

Adjustment equals estimated value of uncompensated time hours not provided.

Target uncompensated time percent minus .966 percent.

Shortage of uncompensated time percent minus actual cost percent.

Estimated value of uncompensated time hours not provided equals shortage of uncompensated time percent times total exempt applicable direct labor costs (including applicable indirect costs).

(c) Within three weeks after the end of the contract, the Contractor shall submit a statement concerning the amount of uncompensated time hours delivered during the contract. In the event there is a shortage of uncompensated time hours provided, a calculation, utilizing the above formula will be made and this calculation will be the basis for an adjustment in the contract amount.

(d) In the event adjustments are made to the contract, the adjusted amounts shall not be allowable as a direct or indirect cost to this or any other Government contract.

(End of clause)

H-7 EPAAR 1552.217-71 OPTION TO EXTEND THE TERM OF THE CONTRACT-COST-TYPE CONTRACT. (APR 1984)

The Government has the option to extend the term of this contract for 4 additional period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. The Government's estimated level of effort is 79,500 direct labor hours for Option Period 1 through Option Period 4. Use of an option period will result in the following contract modifications.

(a) The "Period of Performance" clause will be amended to cover a base period and option periods:

Period	Start Date	End Date
Base Period	8/01/2015	07/31/2016
Option Period 1	8/01/2016	07/31/2017
Option Period 2	8/01/2017	07/31/2018
Option Period 3	8/01/2018	07/31/2019
Option Period 4	8/01/2019	07/31/2020

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort of:

Period	Level of Effort
Option Period 1	79,500
Option Period 2	79,500
Option Period 3	79,500
Option Period 4	79,500

(c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fee for each option period as follows:

	Option 1	Option 2	Option 3	Option 4
Estimated cost	(b)(4)			
Fixed fee				
Total	\$8,737,857	\$8,901,273	\$9,076,888	\$9,266,834

(d) If the contract contains "not to exceed amounts" for elements of other direct costs (ODC), those amounts will be increased as follows: Not applicable

(End of clause)

H-8 EPAAR 1552.217-73 OPTION FOR INCREASED QUANTITY-COST-TYPE CONTRACT. (JUN 1997)

(a) By issuing a contract modification, the Government may increase the estimated level of effort by:

Period	Level of Effort
Base Period	70,500
Option Period 1	70,500
Option Period 2	70,500
Option Period 3	70,500
Option Period 4	70,500

The Government may issue a maximum of 10 orders to increase the level of effort in blocks of 7,050 hours during any given period. The estimated cost and fixed fee of each block of hours is as follows:

	Base Period	Option 1	Option 2	Option 3	Option 4
Estimated cost	(b)(4)				
Fixed fee					
Total	\$7,547,025	\$7,650,904	\$7,791,518	\$7,946,860	\$8,107,776

(b) When these options are exercised, paragraph (a) of the "Level of Effort" clause and the "Estimated Cost and Fixed Fee" clause will be modified accordingly.

(c) If this contract contains "not to exceed amounts" for elements of other direct costs (ODCs), those amounts will be increased as follows: Not Applicable

(End of clause)

H-9 EPAAR 1552.227-76 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT. (MAY 1994) - ALTERNATE I (JAN 2015)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

(End of clause)

H-10 EPAAR 1552.228-70 INSURANCE LIABILITY TO THIRD PERSONS. (OCT 2000)

(a)(1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

(End of clause)

H-11 EPAAR 1552.235-70 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY. (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the U.S. Environmental Protection Agency, identify the information that it is seeking

to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR part 2, subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The contractor shall, in accordance with FAR part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor collect information.

(End of clause)

H-12 EPAAR 1552.235-71 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION. (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the confidential information only under the following conditions:

(1) The Contractor and Contractor's Employees shall: (i) use the confidential information only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of confidential information are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(4) The Contractor shall not use any confidential information supplied by EPA or obtained during performance hereunder to compete with any business to which the confidential information relates.

(b) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of confidential business information by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded, pursuant to this contract, that require the furnishing of confidential business information to the subcontractor.

(End of clause)

H-13 EPAAR 1552.235-73 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (APR 1996)

In order to perform duties under the contract, the Contractor will need to be authorized for access to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "FIFRA Information Security Manual." These procedures include applying for FIFRA CBI access authorization for each individual working under the contract who will have access to FIFRA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-77 that are appropriate to the activities set forth in the contract.

Until EPA has approved the Contractor's security plan, the Contractor may not be authorized for FIFRA CBI access away from EPA facilities.

(End of provision)

H-14 EPAAR 1552.235-75 ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (APR 1996)

In order to perform duties under the contract, the Contractor will need to be authorized for access to Toxic Substances Control Act (TSCA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "TSCA Confidential Business Information Security Manual." These procedures include applying for TSCA CBI access authorization for each individual working under the contract who will have access to TSCA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-78 that are appropriate to the activities set forth in the contract.

Until EPA has inspected and approved the Contractor's facilities, the Contractor may not be authorized for TSCA CBI access away from EPA facilities.

(End of provision)

H-15 EPAAR 1552.235-76 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA). (APR 1996)

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary

to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(End of clause)

H-16 EPAAR 1552.235-77 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION. (DEC 1997)

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, 1200 Pennsylvania Ave., NW. Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the

handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(End of clause)

H-17 EPAAR 1552.235-78 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION. (DEC 1997)

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics

(OPPT), U.S. Environmental Protection Agency (EPA), 1200 Pennsylvania Ave., NW., Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause, when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and,
- (2) The facts warrant an equitable adjustment.

(End of clause)

H-18 EPAAR 1552.235-79 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to

individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 CFR Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

(End of clause)

H-19 EPAAR 1552.235-80 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION. (OCT 2000)

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

(End of clause)

H-20 EPAAR 1552.237-70 CONTRACT PUBLICATION REVIEW PROCEDURES. (APR 1984)

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) of this contract, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Project Officer will notify the Contractor of review completion within 5 calendar days after the Contractor's transmittal to the Project Officer of material generated under this contract. If the Contractor does not receive Project Officer notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Project Officer, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Project Officer, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

(End of clause)

H-21 EPAAR 1552.237-71 TECHNICAL DIRECTION. (AUG 2009)

(a) Definitions.

Contracting officer technical representative (COTR), means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

Task order, as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.

(b) The Contracting Officer's Representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

(1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and

(2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract and any task order there under. The Contracting Officer's Representative(s) does not have the authority to issue technical direction which:

(1) Requires additional work outside the scope of the contract or task order;

(2) Constitutes a change as defined in the "Changes" clause;

(3) Causes an increase or decrease in the estimated cost of the contract or task order;

(4) Alters the period of performance of the contract or task order; or

(5) Changes any of the other terms or conditions of the contract or task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the Contracting Officer's Representative.

(e) If, in the contractor's opinion, any instruction or direction by the Contracting Officer's Representative(s) falls within any of the categories defined in paragraph (c) of the clause, the

contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

- (1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;
 - (2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or
 - (3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.
- (f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.
- (g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the Contracting Officer's Representative, shall be at the contractor's risk.

(End of clause)

H-22 EPAAR 1552.237-72 KEY PERSONNEL. (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Program Manager PL-4: (b)(4)

Analysis of Threat facilities Personnel: (b)(4)

Chemist: (b)(4)

Microbiologist: (b)(4)

Environmental Engineer: (b)(4)

Lead Personnel: (b)(4)
(b)(4)

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

(End of clause)

H-23 EPAAR 1552.237-75 PAPERWORK REDUCTION ACT. (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting officer that the required Office of Management and Budget (OMB) final clearance was received.

(End of clause)

H-24 EPAAR 1552.237-76 GOVERNMENT-CONTRACTOR RELATIONS. (JUN 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) Employee relationship. (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 5 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 5 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation,

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

(End of clause)

H-25 LOCAL CLAUSES EPA-H-07-103 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA CONTRACTS)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending

Award Fee meetings.

6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, nonjudgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

**H-26 LOCAL CLAUSES EPA-H-09-107 UNPAID FEDERAL TAX LIABILITY & FELONY
CRIMINAL VIOLATION CERTIFICATION (APR 2012)**

(a) In order to meet the requirements of Sections 433 and 434 of Division E of the Consolidated Appropriations Act, 2012 (Pub.L. 112-74); 2013 Continuing Appropriations Resolution (Pub.L. 112-175); Consolidated and Further Continuing Appropriations Act, 2013 (Pub.L. 113-6); and Continuing Appropriations Act, 2014 (Pub.L. 113-46), and subsequent relevant appropriations acts, the contractor shall provide the contracting officer a certification whereby the contractor certifies:

(i) It is not a corporation that has been convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months; and

(ii) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(b) Failure of the contractor to furnish a certification or provide such additional information as requested by the Contracting Officer may render the contractor ineligible for FY 2012, 2013 or 2014 or subsequent FY contract funding.

(c) The contractor has a continuing obligation to update the subject certification as required.

(End of Clause)

H-27 LOCAL CLAUSES EPA-H-15-101 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

H-28 LOCAL CLAUSES EPA-H-27-103 APPLICATION OF RIGHTS IN DATA - SPECIAL WORKS CLAUSE

The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to work assignments or task orders "...that are primarily for the production or compilation of data (other than limited rights data or restricted computer software) for the Government's own use..." or when the Contracting Officer determines that there is a specific need to limit data distribution first produced under a particular work assignment or task order. The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to work assignments or task orders which are included in the examples set forth in FAR 27.405(a)(1) and also to other work assignments or task orders specifically identified by the Contracting Officer.

H-29 LOCAL CLAUSES EPA-H-28-102 MINIMUM INSURANCE REQUIREMENTS

As described in FAR 52.228-7, the following are the minimum amounts of insurance required under the contract:

Workers compensation and employer's liability- \$1,000,000
Comprehensive general liability- \$1,000,000
Comprehensive automobile liability- \$1,000,000

H-30 LOCAL CLAUSES EPA-H-31-104 APPROVAL OF CONTRACTOR TRAVEL

(a) For purposes of this clause, the term "travel" does not include local transportation. "Local Transportation" is defined as travel within 50 miles from the contractor personnel's assigned work location for performance of the contract that does not involve an overnight stay.

(b) Any contractor travel which may be directly charged to the contract must be authorized in advance by the Contract-Level COR. This approval shall be separate from the process associated with the approval of work plans. (See paragraph (f) below).

(c) Travel shall be authorized under this contract only when the travel is required to provide a direct service (including management oversight) or specific product to the Government that is identified in the contract's Statement of Work (and/or any applicable work assignment). The contractor shall identify the need for travel in any work plans submitted and shall clearly identify in an accompanying narrative the relationship of the travel to the direct service required by the Government. Unless/until the Contract-Level COR specifically approves the travel proposed under a work assignment (apart from approval of the remainder of

the work assignment- see paragraph (e) below), the contractor shall not perform travel. Travel and associated costs for such travel (lodging, per diem, and incidental expenses) shall be allowable only in accordance with the limitations of FAR 31.205-43 and FAR 31.205-46.

(d) Travel expenses for Federal employees shall not be an allowable cost under this contract. Travel approval shall not be rendered for any personnel (including for example State or local government officials, academicians, etc.) except for employees of the contractor, or an authorized subcontractor or consultant, who are performing a bona fide function to accomplish the Statement of Work.

(e) To obtain the approval for travel, the contractor shall submit a separate written request to the Contract-Level COR for each instance of travel for the contractor (including subcontractors/consultants) that is contemplated as a direct charge under the contract. The request shall include (at a minimum) the following information:

(1) Individual(s) traveling. Identify position and affiliation as a contractor/subcontractor employee or authorized consultant.

(2) Description of circumstances necessitating the travel. Identify the work assignment(s) that will benefit from the travel and detail the correlation of the travel to the requirements of the Statement of Work.

(3) Identify the estimated cost and include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.

(f) Approval of work plans that include travel as an other direct cost element shall not be construed to mean the travel is approved; i.e., separate approval shall be obtained from the Contract-Level COR.

(g) While on travel, Contractor personnel shall clearly identify corporate affiliation at the start of any meeting. While attending EPA-sponsored meetings, conferences, symposia, etc. or while on a Government site, Contractor personnel shall wear a badge which identifies the individual as a contractor employee. Contractor personnel are strictly prohibited from acting as an official representative of the Agency at meetings, conferences, symposia, etc.

H-31 LOCAL CLAUSES EPA-H-31-105 APPROVAL OF TRAINING

(a) The contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the Statement of Work. The contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the contract. In addition, the contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, state and local requirements prior to assigning any task that require such training. The contractor shall provide documentation of such training upon the request of the Contract-Level COR and/or Contracting Officer.

The Government will not directly reimburse the cost for contractor employees to meet or maintain minimal contract requirements or to obtain and sustain an appropriate level of professionalism. Any direct charges for training will only be considered for reimbursement under this contract by compliance with the procedures set forth in paragraph (b) below.

(b) There may be occasions when it is determined to be in the best interest of the Government to reimburse the contractor for the direct cost of training associated with a requirement that represents a unique Government need unrecognized at the time of contract award. When such circumstances occur, the contractor shall secure the Contracting Officer's prior written approval by submitting a written request through the Contract-Level COR that includes, at a minimum the following information:

(1) Individual to be trained To be identified in applicable work assignments.

(2) Description of circumstances necessitating the training. **To be identified in applicable work assignments.**

(3) Estimated cost **To be identified in applicable work assignments.**

(c) The Contracting Officer will provide the contractor with written approval or disapproval of the request. Approval of work plans that include training as an other direct cost element shall not be construed to mean the training is approved; i.e., the contractor shall obtain written approval pursuant to the terms of this clause. Training billed as a direct cost shall be disallowed by the Contracting Officer unless approved pursuant to the terms of this clause.

H-32 LOCAL CLAUSES EPA-H-31-106 EPA-SPONSORED MEETINGS, WORKSHOPS, AND/OR CONFERENCES

If this contract requires contractor support for an EPA-sponsored meeting, workshop, conference, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available. The EPA Contract-level Contracting Officer's Representative (COR) or Work Assignment COR will determine and advise the contractor as to the availability of Federal facilities.

The allowability of travel costs for contractor personnel and experts, consultants and others hired under subcontracts to provide services to EPA shall be determined under Part 31 of the Federal Acquisition Regulation. The cost of travel, food, lodging, etc., for other conference attendees, including trainees, shall not be an allowable cost under this contract. Travel costs must be approved by the COR.

H-33 LOCAL CLAUSES EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION (MAR 2013)

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at <https://www.fedconnect.net/Fedconnect/>. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net.

End of clause

H-34 CONFLICT OF INTEREST – PEER REVIEWERS CO ADDED CLAUSE

Prior to selecting expert panelists/peer reviewers, the contractor shall perform an evaluation to determine the existence of an actual or potential COI for each proposed panel member. The financial and professional information obtained by the contractor as part of the evaluation to determine the existence of an actual or potential conflict of interest is considered private and non-disclosable to outside entities except as required by law and/or regulation.

The contractor shall ensure that proposed peer reviewers will not have an actual or potential conflict of interest if they are selected to participate in a peer review. When determining if a proposed peer reviewer may have an actual or potential conflict of interest, the contractor shall incorporate the following yes/no questions (a.-i.) and requests for supporting information (j.-r.) into its established process to evaluate and determine the presence of an actual or potential COI:

Conflict of Interest Analysis and Certification Questions and Supporting Information

- a. To the best of your knowledge and belief, is there any connection between the subject chemical or topic and any of your and/or your spouse's compensated or uncompensated employment, including government service, during the past 24 months? Yes ___ No ___
- b. To the best of your knowledge and belief, is there any connection between the subject chemical or topic and any of your and/or your spouse's research support and project funding, including from any government, during the past 24 months? Yes ___ No ___
- c. To the best of your knowledge and belief, is there any connection between the subject chemical or topic and any consulting by you and/or your spouse, during the past 24 months? Yes ___ No ___
- d. To the best of your knowledge and belief, is there any connection between the subject chemical or topic and any expert witness activity by you and/or your spouse, during the past 24 months? Yes ___ No ___
- e. To the best of your knowledge and belief, have you, your spouse, or dependent child, held in the past 24 months any financial holdings (excluding well-diversified mutual funds and holdings with a value of less than \$15,000) with any connection to the subject chemical or topic? Yes ___ No ___
- f. Have you made any public statements or taken positions on or closely related to the subject chemical or topic under review? Yes ___ No ___
- g. Have you had previous involvement with the development of the document (or review materials) you have been asked to review? Yes ___ No ___
- h. To the best of your knowledge and belief, is there any other information that might reasonably raise a question about an actual or potential personal conflict of interest or bias? Yes ___ No ___
- i. To the best of your knowledge and belief, is there any financial benefit that might be gained by you or your spouse as a result of the outcome of this review? Yes ___ No ___
- j. Compensated and non-compensated employment (for panel member and spouse): list sources of compensated and uncompensated employment, including government service, for the preceding two years, including a brief description of the work.
- k. Research Funding (for panel member): list sources of research support and project funding, including from any government, for the preceding two years for which the panel member served as the Principal Investigator, Significant Collaborator, Project Manager or Director. For the panel member's spouse, provide a general description of the spouse's research and project activities for the preceding two years.
- l. Consulting (for panel member): list all compensated consulting activities during the preceding two years, including the names of the clients if compensation provided 15% or more of your annual compensation. For the panel member's spouse, provide a general description of the spouse's consulting activities for the preceding two years.
- m. Expert witness activities (for panel member): list the sources of compensated expert witness activities and a brief description of each issue and your testimony. For the panel member's spouse, provide a general description of the spouse's expert testimony provided in the preceding 2 years.
- n. Assets: Stocks, Bonds, Real Estate, Business, Patents, Trademarks, and Royalties (for panel member, spouse, and dependent children): list specific financial holdings that collectively had a

fair market value greater than \$15,000 at any time during the preceding 24-month period (excluding well-diversified mutual funds, money market funds, treasury bonds and personal residence).

- o. Liabilities (for panel member, spouse, and dependent children): list liabilities over \$10,000 owed at any time in the preceding twelve months (excluding a mortgage on your personal residence, home equity loans, automobile and consumer loans).
- p. Public Statements: Provide a brief description of any public statement and/or positions taken that are closely related to the matter under review by the panel member.
- q. Involvement with document under review: Provide a brief description of any previous involvement of the panel member in the development of the document (or review materials) the individual has been asked to review.
- r. Other potentially relevant information: Provide a brief description of any other information that might reasonably raise a question about actual or potential personal conflict of interest or bias.

H-35 EPA-H-03-101 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to comply with the provisions of this clause.

(End of clause)

H-36 LOCAL CLAUSES EPA-H-07-102 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In

addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

SECTION I - Contract Clauses

I-1 Clauses

I-1 FAR 52.202-1 DEFINITIONS. (NOV 2013)

I-2 FAR 52.203-3 GRATUITIES. (APR 1984)

I-3 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)

I-4 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)

I-5 FAR 52.203-7 ANTI-KICKBACK PROCEDURES. (MAY 2014)

I-6 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

I-7 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

I-8 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)

I-9 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (APR 2010)

I-10 FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S). (DEC 2007)

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

EPA Office of Inspector General,

ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460,
or by calling (202)260-5113

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

I-11 FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of clause)

I-12 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)

I-13 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of clause)

I-14 FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (JUL 2013)

I-15 FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (JUL 2013)

I-16 FAR 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS. (JAN 2014)

(a) Definition.

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed under this contract during the preceding Government fiscal year (October 1-September 30).

(c) The Contractor shall report the following information:

(1) Contract number and, as applicable, order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the contract.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at www.sam.gov. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the contracting officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR subpart 42.15.

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f)(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and DUNS number); and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

(End of clause)

I-17 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (AUG 2013)

I-18 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)

I-19 FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (DEC 2014)

I-20 FAR 52.210-1 MARKET RESEARCH. (APR 2011)

I-21 FAR 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (OCT 2010)

I-22 FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)

I-23 FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (AUG 2011)

I-24 FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (OCT 2010)

I-25 FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS. (OCT 2010)

I-26 FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS. (JUL 2005)

I-27 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)

I-28 FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS. ALT- IV (OCT 2010)

(a) Submission of certified cost or pricing data is not required.

(b) Provide information described below: See SOL-CI-14-00013

I-29 FAR 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES. (OCT 2009)

I-30 FAR 52.216-7 ALLOWABLE COST AND PAYMENT. (JUN 2013)

I-31 FAR 52.216-8 FIXED FEE. (JUN 2011)

I-32 FAR 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days before the end of the performance period.

(End of clause)

I-33 FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS. (OCT 2014)

a) *Definition.* See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) *Evaluation preference.*

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offer elects to waive the evaluation preference.

(d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction.

(i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors.

(i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)

(1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

I-34 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (OCT 2014)

I-35 FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (OCT 2014) - ALTERNATE II (OCT 2001)

I-36 FAR 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN. (JAN 1999)

I-37 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (JUL 2013)

(a) *Definitions.* As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its

representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ___ is, X is not a small business concern under NAICS Code 541611 assigned to contract number EP-C-15-012.

(End of clause)

I-38 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS. (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed 0 or the overtime premium is paid for work -

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall -

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

(End of clause)

I-39 FAR 52.222-3 CONVICT LABOR. (JUN 2003)

I-40 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (APR 2015)

I-41 FAR 52.222-26 EQUAL OPPORTUNITY. (APR 2015)

I-42 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (JUL 2014)

I-43 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUL 2014)

I-44 FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS. (JUL 2014)

I-45 FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)

I-46 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS. (MAR 2015)

I-47 FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (AUG 2013)

I-48 FAR 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)

I-49 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS. (MAY 2008)

(a) *Definitions.* As used in this clause -

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall -

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to EPA Contracting Officer.

(End of clause)

I-50 FAR 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS. (MAY 2008)

I-51 FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)

I-52 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)

I-53 FAR 52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)

I-54 FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (DEC 2007)

I-55 FAR 52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014)

I-56 FAR 52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014) - ALTERNATE III (DEC 2007)

I-57 FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS. (JUN 1987)

I-58 FAR 52.227-17 RIGHTS IN DATA--SPECIAL WORKS. (DEC 2007)

I-59 FAR 52.230-2 COST ACCOUNTING STANDARDS. (MAY 2014)

I-60 FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS. (JUN 2010)

I-61 FAR 52.232-17 INTEREST. (MAY 2014)

I-62 FAR 52.232-20 LIMITATION OF COST. (APR 1984)

I-63 FAR 52.232-22 LIMITATION OF FUNDS. (APR 1984)

I-64 FAR 52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014)

I-65 FAR 52.232-25 PROMPT PAYMENT. (JUL 2013) - ALTERNATE I (FEB 2002)

I-66 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)

I-67 FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

I-68 FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (DEC 2013)

I-69 FAR 52.233-1 DISPUTES. (MAY 2014) - ALTERNATE I (DEC 1991)

I-70 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996) - ALTERNATE I (JUN 1985)

I-71 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

I-72 FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)

I-73 FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (MAY 2014)

I-74 FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS. (JAN 1997)

I-75 FAR 52.242-13 BANKRUPTCY. (JUL 1995)

I-76 FAR 52.243-2 CHANGES - COST-REIMBURSEMENT. (AUG 1987) - ALTERNATE I (APR 1984)

I-77 FAR 52.244-2 SUBCONTRACTS. (OCT 2010) - ALTERNATE I (JUN 2007)

(a) *Definitions.* As used in this clause -

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that -

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds -

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: NONE

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c) or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason certified cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: Abt Associates Inc., Acu Tech Group, Arcadis, Avariant, Booz Allen, The Cadmus Group, CH2M Hill Inc., Dewberry Consultants, LLC, HERMES, LLC, Horsley Witten Group Inc., Kerns & West, Inc. Ross Strategic, SHRR Consulting, Inc., Tynwdd Consulting Group, LLC, and Westerly Enterprises LLC.

(End of clause)

I-78 FAR 52.244-5 COMPETITION IN SUBCONTRACTING. (DEC 1996)

I-79 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (APR 2015)

I-80 FAR 52.245-1 GOVERNMENT PROPERTY. (APR 2012)

I-81 FAR 52.245-9 USE AND CHARGES. (APR 2012)

I-82 FAR 52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)

I-83 FAR 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS. (FEB 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the U.S. EPA and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the U.S. EPA and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. EP-C-15-012. This may be confirmed by contacting the EPA Contracting Officer at U.S. Environmental Protection Agency Cincinnati Procurement Operations Division Mail Stop: NWD-001 26 W. Martin Luther King Drive Cincinnati, Ohio 45268

(End of clause)

I-84 FAR 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT. (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid--

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to--

U.S. Environmental Protection Agency Cincinnati Procurement Operations Division Mail Stop:
NWD-001 26 W. Martin Luther King Drive Cincinnati, Ohio 45268

(End of clause)

I-85 FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004)

I-86 FAR 52.249-14 EXCUSABLE DELAYS. (APR 1984)

I-87 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulations available at <https://www.acquisition.gov> A copy of the EPA Acquisition Regulations (EPAAR) can be obtained as follows: http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl

(End of clause)

I-88 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR 15) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

I-89 FAR 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

CLAUSE ONLY APPLICABLE TO SUBCONTRACTORS:

I-90 FAR 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY. (OCT 1997)

SECTION J - List of Documents, Exhibits and Other Attachments

J-1 List of Documents, Exhibits, and Other Attachments

Attachment Number	Title	Date	Number of Pages	Cross-Reference Material	Document Version
1	Performance Work Statement	05/22/2015	34		BASE
2	Reports of Work	05/22/2015	2		BASE
3	Labor Classification Standards	05/22/2015	2		BASE
4	Quality Assurance Surveillance Plan	05/22/2015	2		BASE
5	Conflict of Interest Plan	04/06/2015	1		BASE
6	Subcontracting Plan	04/06/2015	1		BASE
7	DD254	05/22/2015	2		BASE

ATTACHMENT 1
PERFORMANCE WORK STATEMENT (PWS)
WATER SECURITY MISSION SUPPORT

1. BACKGROUND

Reliance on clean and safe water is critical to our Nation, both from the standpoint of public health and economic impact; therefore it is critical that the Nation's drinking water and wastewater infrastructure, collectively known as the Water Sector, is protected. All elements of the Water Sector must be informed, coordinated, and prepared to prevent, detect, respond to, and recover from terrorist attacks and other intentional acts, natural disasters, and other hazards (referred to as the "all-hazards" approach). The Environmental Protection Agency (EPA) helps to safeguard the Nation's water supply in the case of natural disasters and catastrophic events, as evidenced by the needs and challenges posed by the aftermath of hurricanes and other severe storms; flood devastation to broad areas of the country due to rainfall anomalies; droughts; wildfires; potential earthquakes; a national epidemic caused by pandemic illness; impacts and resulting adaptation requirements because of climate change; and other events which impact the safety and availability of our water supply.

In addition, following the terrorist events of September 11, 2001, and thereafter, the EPA mission expanded beyond safeguarding the natural environment – the air, water, and land – from traditional sources of pollution or calamity. With the Nation under a continuing threat from those who seek to harm it, the EPA also has the important responsibility of protecting the environment from terrorist acts. In September 2002, the EPA published a *Strategic Plan for Homeland Security (2002 Plan)*. The *2002 Plan* reflected the deliberations of the Agency's senior leadership regarding the scope of activities that would appropriately support enhanced and challenging homeland security responsibilities. Subsequent to that plan, the Homeland Security Presidential Directives (HSPDs), the Presidential Policy Directives (PPDs), and the Public Health Security and the Bioterrorism Preparedness and Response Act (Bioterrorism Act) of 2002; USEPA revised its *Strategic Plan for Homeland Security (2006 – 2011)* and the *EPA's Homeland Security Strategy (2004)*. Input from the Department of Homeland Security (DHS), and other evolving information, also impacted expectations and requirements related to the EPA's mission and expertise, and contributed to the responsibilities and programmatic requirements of the Office of Water/Office of Ground Water and Drinking Water/ Water Security Division (WSD). Guidance concerning these initiatives and requirements is available via the web at www.epa.gov/watersecurity.

PPD-21, on Critical Infrastructure Security and Resilience, advances a national effort to strengthen and maintain secure, functioning, and resilient critical infrastructure. Critical infrastructure must be able to withstand and rapidly recover from all hazards. Under PPD-21, which superseded HSPD-7, certain Federal agencies, including the EPA, are working to identify and prioritize critical national infrastructure and resources for protection from both physical

and cyber threats that could cause catastrophic health impacts or mass casualties; undermine public confidence; or disrupt essential government functions, essential services, or the economy. In recognition of the distinctive characteristics of different infrastructure assets, PPD-21 divides the national infrastructure into 16 critical infrastructure/key resources (CIKR) sectors and assigns CIKR protection responsibilities for them to selected Federal agencies, called Sector-Specific Agencies (SSAs); PPD-21 designates the EPA as the SSA for the Water Sector.

A key requirement initiated under HSPD-7, and continued under PPD-21, requires DHS to update the National Infrastructure Protection Plan (NIPP) which outlines the strategy to protect all CIKR. As part of the implementing structure for the NIPP, each SSA developed its Sector Specific Plan (SSP) that follows and supports the framework. The Water SSP was completed in June 2007, and updated in 2008 and 2010. The Water SSP is a broad-based critical infrastructure protection implementation strategy for drinking water and wastewater utilities, their regulatory primacy agencies, and the array of training and technical assistance partners that comprise the Water Sector. The plan describes processes and activities to assist drinking water and wastewater utilities as they strive to be better prepared to prevent, detect, respond to, and recover from terrorist attacks, other intentional acts, natural disasters, and other hazards.

The Water SSP contains four goals and supporting objectives that will drive development of protective programs and measures of success. These goals are:

- 1) Sustain protection of public health and the environment;
- 2) Recognize and reduce risks;
- 3) Maintain a resilient infrastructure; and
- 4) Increase communication, outreach, and public confidence

These elements of the Water SSP are addressed within the PWS of this contract.

PPD-8, which superseded HSPD-8, is aimed at strengthening the security and resilience of the United States through systematic preparation for the threats that pose the greatest risk to the security of the Nation, including acts of terrorism, cyber-attacks, pandemics, and catastrophic natural disasters. PPD-8 requires development of a National Preparedness Goal and a National Preparedness System that includes a series of integrated national planning frameworks, covering prevention, protection, mitigation, response, and recovery.

HSPD-9, signed January 30, 2004, establishes a national policy to defend the agriculture and food system against terrorist attacks, major disasters, and other emergencies. Among the activities that HSPD-9 requires of the EPA are:

- (1) Develop robust, comprehensive, and fully coordinated surveillance and monitoring systems, including international information, for water quality that provides early detection and awareness of disease, pests, or poisonous agents; and
- (2) Develop nationwide laboratory networks for water quality that integrate existing Federal and State laboratory resources, are interconnected, and that utilize standardized diagnostic protocols and procedures.

The PWS of this contract also support the goals and activities for the Agency under HSPD-9.

The EPA has unique programmatic responsibilities and expertise related to the water industries ("water" as used in this contract will include source water, drinking water, wastewater, and recreational waters), and it has been designated as the lead federal agency for coordinating the protection of critical infrastructure for the Water Sector. The Agency has also been tasked with undertaking research, development, testing, and communication/implementation of enhanced methods for detection, treatment, and containment of biological and chemical warfare agents and other contaminants and pathogens that could be intentionally introduced into water systems. In addition, in the instance of natural or accidental occurrences of threats to Water Sector sustainability, the Agency has the responsibility to support the continued availability of a safe water supply. This contract will support disruption prevention, preparedness, detection, and response efforts related to developing and implementing requirements involving Water Sector security and the continued provision of a safe water supply.

Executive Order (EO) 13636, *Improving Critical Infrastructure Cybersecurity*, was issued in February 2013. Pursuant to this EO, the National Institute of Standards and Technology (NIST) has issued a Cybersecurity Framework, which defines actions that critical infrastructure facilities can take to improve their resilience to cyber-attacks. SSA, including the EPA, are responsible for coordinating with the Sector Coordinating Councils (SSCs) to develop implementation guidance for the Cybersecurity Framework or supplemental materials to address sector-specific risks and operating environments.

Furthermore, under EO 13636, the EPA was required to make a determination as to whether the current voluntary approach to cybersecurity in the Water Sector is sufficient, given current and projected risks. The EPA reported to the President that the Agency would use a voluntary partnership approach with the Water Sector to encourage water and wastewater utilities to use the Cybersecurity Framework. Thus, under this EO, the EPA must work with the Water Sector Coordinating Council and other interested parties to promote adoption of the Cybersecurity Framework in the Water Sector, which may include outreach, training, and the development of guidance and other educational materials. In addition, the Cybersecurity Framework and related guidance must be updated as necessary, taking into consideration technological changes, changes in cyber risks, operational feedback from owners and operators of critical infrastructure, experience from implementation, and any other relevant factors.

Consistent with this PWS there is a need to recognize the commonality of purpose within various Offices and Regions of the EPA, in order to provide for greater efficiency, more comprehensive planning, and less redundancy among entities impacted by requirements and initiatives. Although this contract will emphasize these requirements as they relate to the EPA's OW/OGWDW/WSD, it will be available for use by other organizations within the EPA, especially the National Homeland Security Research Center (NHSRC). However, that use will be subject to the capacity on the contract, as limited by the contract's PWS scope, and require permission from WSD.

2. SCOPE OF WORK

The purpose of this contract is to establish an on-going contracting mechanism in WSD to satisfy specific and evolving programmatic support needs related to our national homeland security, as outlined in the requirements of the Water SSP, NIPP risk management framework, PPD-21, PPD-8, HSPD-9, and EO 13636. Water Sector security areas to be addressed by the contract include requirements related to: 1) critical infrastructure protection (CIKR); 2) national preparedness, response, and recovery; and 3) Agency communication, information, and program management support efforts. Unforeseen new threats to the Nation, or requirements which may evolve during the period of this contract, and which are within the scope of the PWS of this contract (providing support services directly involved with the mission of the WSD and/or our homeland security in an "all hazards" arena) and charged through expanded Congressional or Presidential authority and mandate, court order, or management prerogative may require unanticipated services of a nature critical to the Agency. These unanticipated critical efforts, with impacts relevant to the WSD's responsibilities and related to the overall mission scope, are assumed to be part of the ongoing requirements of this contract.

The contractor shall provide technical, regulatory, analytical, research and developmental, logistical, and potentially, informational technology support to the EPA in its efforts to support the all-hazards approach to water security responsibilities. Specific requirements of the tasks will be identified in work assignments coordinated and reviewed by the EPA Contract Level Contracting Officer's Representative (CL COR) and issued by the EPA Contracting Officer (CO).

The contractor shall not engage in activities of an inherently governmental nature such as formulation of Agency policy, or selection of Agency priorities. The EPA will review all products developed by the contractor prior to their use, and will secure any approvals necessary for information collections under the Paperwork Reduction Act. The Contractor may be tasked to assist the EPA with information collections under the Paperwork Reduction Act, once the EPA approval is obtained.

The contractor shall safeguard and handle all classified National Security Information (NSI) at EPA facilities by following the guidance and procedures outlined in the EPA National Security Information handbook, EO 13526, and 32 CFR Part 2001. The contractor is also required to

have an approved facility clearance issued by Defense Security Service (DSS) prior to proposal submittal.

The contractor shall supply all necessary labor, materials, equipment and facilities in support of the program areas listed herein, and as further specified by written work assignments issued by the CO. The contractor shall perform multiple work assignments concurrently, and at times the work assignments will be of a quick response nature.

Each initial deliverable shall be provided to the EPA Work Assignment Contracting Officer's Representative (WA COR) in draft form for review and comment. The contractor shall incorporate procedures to ensure that these drafts completely document the methodologies, use appropriate assumptions and data, are accurate and complete, are free from editorial errors, conform to any programmatic style guides supplied by the EPA, and are as specified in the work assignment or written technical directions before providing them to the EPA. The contractor shall incorporate WACOR review comments into the revisions of those drafts. All drafts and final reports shall be approved by the WA COR. The EPA CL COR and/or WA COR reviews all contractor analyses and makes final determinations with regard to program objectives and the content of Agency regulations and policy development.

Various work assignments issued under this contract will have specific targeted audience/users for those requirements. The targeted audience/users may be federal, regional, state, tribal, territorial personnel, water and wastewater utilities, on-scene coordinators, law enforcement officials, emergency responders, laboratories, health care providers, public health entities, research entities, international points of interest, public coalitions or educational entities, the general public, and/or other audiences as specified in those particular work assignments. The contractor shall tailor the deliverables to be suitable for the audiences specified.

The contractor shall perform all services under this contract in accordance with approved Agency guidance and methods; any need to deviate from the technical approach approved under the contractor's work plan shall be identified immediately, and it shall only be done in accordance with the contract requirements, CO approval, or CL COR/WA COR technical direction, as appropriate. All confidential business information (CBI) will be handled in accordance with the contractual "Section H" CBI requirements. All potential conflicts of interest (COI) shall be identified in advance of starting work, and proceed in accordance with contractual COI requirements. The contractor's personnel shall always identify themselves as contractors whenever their EPA work brings them in contact with the public. The contractor's staff shall always wear and clearly display identification when interacting with the public. When attending meetings and conferences at the direction of the EPA, contractor staff shall only attend the portion of the session that is relevant to their technical role. The contractor shall not attempt to interpret Agency policy. All data collected under this contract will be done in accordance with OMB PRA guidelines and travel will be pre-approved by the CL COR, and it shall be in accordance with the contract and Government Travel Regulations.

The contractor shall have an approved Quality Management Plan (QMP) that conforms to Agency Quality Assurance/Quality Control (QA/QC) procedures in the performance of activities under this contract. A Project Specific Quality Assurance Plan shall be required and submitted in response to specific work assignments. The contractor shall have in place thirty days after contract award, and maintain during contract performance, adequate personnel with Secret and Top Secret clearances to perform the PWS requirements (refer to PWS Section 3.1.7 for minimum requirements). The specific nature of clearances required on any effort will be identified in work assignments, when issued. At times, emergency work assignments may require a 24 hour turn-around for work plan preparation, including an immediate start on work efforts. Reports will be prepared and submitted consistent with the "Reports of Work", incorporated into the contract, and deliverables will be as specified in individual work assignments. Special reporting requirements or emergency communication efforts which may be required in emergency situations will be as designated in work assignments issued by the Agency. Special pre-testing approvals or prior inclusion on laboratory compendium listings required of laboratories providing analytical work will be as designated in work assignments issued by the Agency.

The contractor shall provide support services to the Agency that include, but are not limited to, the following general program areas:

(a) The contractor shall provide technical support to the EPA in its efforts related to critical infrastructure and key resource protection. Programmatic areas of support reflect an emphasis on preparedness, security, and resiliency of infrastructure; strategic planning, prevention initiatives, assisting those responsible for assessing and reducing vulnerabilities, maximizing response capabilities, and developing guidance, training, tools, and technologies to improve key responders' abilities to support the Nation's Water Sector; the contract may potentially, upon authorization of the CO and the Office of Water's Information Management Official (IMO), include the development of information technology products such as on-line tools and mobile applications. All technology products must be conducted in adherence with Agency policies and procedures. All development, if approved by the CO and IMO, must be conducted on systems that have an approved Authority to Operate (ATO), in accordance with the Federal Information Security Management Act (FISMA).

(b) The contractor shall provide technical support to the Agency in its preparedness, response and recovery responsibilities; including supporting the federal preparedness for, and response to, any chemical, biological, radiological, or nuclear terrorist events; pandemic illness, climate change impacts and adaptation strategies, chemical security issues, and both natural and manmade disasters. The contractor shall provide technical support to the Agency in strengthening response and recovery capabilities; identifying mitigation options to enhance the resilience of Water Sector utilities; identifying threats and developing knowledge and capabilities relative to contaminants of concern; developing new guidance and technology for

sampling and analysis, decontamination, and risk assessment; clarifying roles and responsibilities to ensure an effective response through operational strategy development and consequence management planning; supporting consequence analysis planning and development; and promoting improved response capabilities across government, industry, private sector, and the public, in the areas in which the Agency has unique knowledge and expertise pertaining to the Water Sector, and;

(c) The contractor shall provide technical support to the Agency in developing comprehensive, accurate, well-organized, and timely information to assist the Agency in sound decision-making. Efforts will involve collecting, analyzing, coordinating, and disseminating complex information and technical expert insight related to human health, the Water Sector, and the environment. The contractor shall facilitate and provide technical support in managing and sharing this information, in a secure manner, within the Agency, with other governmental and tribal entities, with the water utilities, and with other public and private sectors as applicable.

Specific Task Areas Include, But Are Not Limited To, the Following:

2.1. Protection/Security Practices.

- Develop measurable objectives and tracking systems for water infrastructure protection efforts.
- Develop/provide guidance; outreach, marketing and communication services; training and workshops on effective voluntary water security programs, best practices, principles, and elements.
- Establish current baseline of security relative to drinking water, wastewater, source water, and recreational water facilities.
- Facilitate measuring, quantifying, incentivizing, and implementing recommended principles and elements of a voluntary security program.
- Incorporate "all hazards" threat event response procedures in security practice guidance.
- Support the integration of security into Water Sector practices and training, to include imbedding security procedures and guidance into developmental and existing water management systems for the Water Sector, including pretreatment, water, and wastewater operators.

2.2. Tool and Guidance Development, Dissemination and/or Training.

Upon the authorization of the CO and Office of Water Information Management Official (IMO), contractor may develop, revise, maintain and disseminate:

- Tools (e.g., the Event Detection Deployment Integration and Evaluation System, Vulnerability Self-Assessment Tool, Surveillance and Response System Deployment Tool, and Water Health Economic Assessment Tool, etc.)
- Databases (e.g., the Water Contamination Information Tool); and
- Guidance, including training and workshops, to enhance preparedness, utility and business resiliency, detection, response, and recovery efforts relative to water security threats, both man-made and natural, vulnerabilities, and consequences.

All technology products that are approved for development by the CO and IMO, must be conducted in adherence with Agency policies and procedures. Furthermore, all approved development must be conducted on systems that have an approved Authority to Operate (ATO), in accordance with the Federal Information Security Management Act (FISMA).

2.3. Support Preparedness Planning, Threat Identification, and Emergency Response Efforts.

- Establish, evaluate, support, facilitate, and develop training/outreach on contingency and strategic planning, infrastructure backup procedures, mitigation planning, alternate water supply, consequence management planning, and mutual aid and assistance options for entities in emergency situations.
- Support the development of strategic planning and training/communications concerning Water Sector interdependencies relative to other critical infrastructures and key resources, e.g., emergency services, energy, communications, or transportation sectors.
- Coordinate and facilitate planning sessions and workshops for evolving mission priorities and direction.
- Develop and provide training and technical support to mission related emergency response teams, including audience/users identified in work assignments, such as regional emergency responders, regional on-scene coordinators, law enforcement officials, technical assistance providers, utilities, states, and public health officials.
- Research, develop, assess, and analyze threat, vulnerability, and incident information.
- Support efforts to identify and characterize threats that could be used to disrupt water systems.

- Develop, revise, and implement training, education, and technical assistance to federal personnel, states, regions, tribes, utilities, stakeholders, law enforcement, laboratories, responders, public health agencies, health care providers, and other public audiences identified in work assignments, on threat identification and vulnerabilities, disaster/mitigation funding, and response and recovery topics as needed to support the mission.
- Develop, maintain, edit, and disseminate technical information, guidelines, drills, field exercises, and procedures to aid in emergency situations and in promoting a more disaster resilient Water Sector. Any tools that include an information technology component must first be authorized by the CO and IMO and be developed in accordance with all relevant Agency policies and procedures.
- Develop, maintain, assess, facilitate, coordinate, and identify the need for users of water utility response networks to support and promote national emergency preparedness, disaster response, and mutual assistance networks for water utilities.
- Upon approval by the CO and IMO, the contractor may, potentially, develop and maintain an analytical data management tool for emergency response data.

2.4. Consequence Analysis.

- Analyze and evaluate the human health and economic consequences of adverse incidents that might affect the Water Sector. These might include incidents concerning contamination, hazardous gases, cyber security, physical denial of service, or psychological issues. Systems of interest span the sector, including water and wastewater, and cover systems of all sizes and types of geographies.
- Provide technical expertise in regional economic modeling and health analysis, including areas such as response and resiliency. Integrate analysis with related ongoing efforts, such as within NHSRC and Office of Emergency Management (OEM).
- Upon authorization by the CO and IMO, develop a stand-alone self-assessment tool for analysis of consequences, and integrate that tool with vulnerability assessment tools, such as those discussed in Section 2.5. Provide for upgrades and maintenance of that tool as further information and lessons learned are identified.
- Support outreach and training for use of tool, including coordination with Sector partners and stakeholders.

2.5. System Vulnerability Information Development and Maintenance.

- Compile, maintain, track, analyze, and protect (in accordance with relevant laws and protocols) information related to the vulnerability assessments of water systems. Systems of interest will be identified by size/type in work assignments issued under the contract.
- Coordinate information, implement reviews, and process development related to vulnerability assessments.
- Develop and disseminate vulnerability self-assessment tools and training, geared to the audiences designated by the work assignment.
- Support the examination and evaluation of lessons learned by drinking water utilities in assessing their vulnerabilities and implementing countermeasures.
- Support the refinement of the methodology for community water system vulnerability assessments, including evaluation of distribution systems.

2.6. Water Sector System Security, Cyber Security, and Surveillance Enhancement.

- Support data collection concerning the current status, and research initiatives, on security design and vulnerabilities, contaminant detection, and distribution system monitoring.
- Develop, assess, and improve the standards for incorporating physical and structural security measures; develop guidance papers and summaries, and provide training, on construction/design options.
- Support coordination with standards-setting organizations, preparation of voluntary design standards, and recommendations for new construction, reconstruction, and retrofitting with a focus on security in combination with improved operations.
- Develop, evaluate, and enhance models for addressing contaminant transport in drinking water distribution systems and wastewater collection systems; including indicators of contaminants of concern, radiologicals, biological agents, unknown contaminants, and other agents identified in work assignments.
- Support the assessment of existing security measures for the storage and transportation of hazardous materials at water utilities and ways to improve that security.

- Upon authorization by the CO and IMO, support integration of public health data with environmental/water utility data.
- Support the assessment of technologies and methods for continuous monitoring and control of dangerous levels of volatile, explosive, and toxic gases in wastewater/storm water collection systems.
- Provide training and technology transfer, as necessary, to support the dissemination of sensor capabilities and option guidelines if a manmade or natural calamity or threat event occurs.
- Enhance cyber security, including support for recommendations, guidance and tool development, training, and implementation relative to the security of water plant operation (e.g., Supervisory Control and Data Acquisition [SCADA]) and computer operating systems.
- Support the development, installation, deployment, tech transfer, and training of remote communication and control capabilities for water system monitors.

2.7. National Planning/Preparedness Initiatives Related to Laboratory Capability and Capacity.

- Support a cross-agency effort for identifying, prioritizing, and addressing gaps in laboratory capability and method development, as determined necessary.
- Support an improved and expanded, tiered laboratory capacity and capability to be fully prepared in responding to calamities, threats or attacks on the Water Sector; including:
 - Development of online information sources for laboratories;
 - Structuring a laboratory network (such as the Water Laboratory Alliance) to assist the laboratory sector and drinking/wastewater utilities in an emergency;
 - Preparation of a gap analysis of resources and recommending how to address identified gaps;
 - Development of an outreach and communication plan to facilitate inter-laboratory coordination and information exchanges for water security; and
 - Preparation of performance criteria for methods and infrastructure that assure adequate training of field and laboratory personnel.

This effort may include coordinating single and multi-lab studies, providing training identified for, or by, laboratories, determining appropriate property/equipment for adequate laboratory support, and aiding in development/implementation of necessary tools, trainings, exercises, or simulation models.

- Support development of guidance and, upon authorization by the CO and IMO, support development of technical assistance tools to facilitate chemical and microbial vulnerability/performance assessments, and remediation/improvement approaches relative to optimization of the filtration and disinfection processes, ensuring proper QA/QC throughout the analytical process.
- Upon authorization by the CO and IMO, develop, test, and deploy tools for laboratory data reporting, exchange, and review. Coordinate development and testing of tools with other EPA offices and other agencies and support the coordination and facilitation of full scale exercises to test those tools.
- Provide laboratory program administrative and operational support when necessary, including:
 - Collecting current needs from the laboratory sector, tracking of labs within a laboratory network;
 - Developing or modifying mechanisms for communication with/between members of a laboratory network;
 - Certifying that members of a laboratory network meet agreed upon requirements; providing clear, easy to interpret and accessible mechanisms for partaking in a laboratory network;
 - Tracking and storage of correspondence related to a laboratory network; and
 - Reviewing and evaluating the capability of other laboratory networks.

2.8. Laboratory and Methods Support.

- Support required under the contract requires expertise in the following laboratory related activities.

2.8.1. Field/Analytical and Sampling Support.

- Support development of guidance and protocols for field testing, sampling, and analysis for contaminants of concern. The contractor shall have an established plan in place to access laboratory capability to take and analyze samples for pollutants of concern, including conducting field sampling to support the assessment of pollutants of concern.
- Develop, distribute, enhance, revise, and support guidance/training for sampling kits, mobile treatment units, concentration cartridges, or other specified tools related to identifying, measuring, neutralizing, analyzing, or disposing of contaminants of concern or contaminated water. Provide support towards developing and disseminating guidance on determining appropriate placement of kits/tools for users.

2.8.2. Method Evaluation and Development.

- Provide technical support and coordinate laboratory effort for method development related to contaminants of concern, including single and multi-lab validation procedures. Because of the critical nature of specific capabilities relative to specialized contaminant analytical techniques, the use of specific laboratories identified within the work assignment as possessing necessary capabilities will be required in appropriate circumstances. Support development, validation, identification, training, and standardization of presumptive, rapid, and confirmatory methods, including, but not limited to pathogen, chemical warfare agent, biotoxin, and chemical analytical methods.
- Support method development and training for utilities to utilize in monitoring for, and responding to, contaminants of concern or security related incidents.

2.8.3. Laboratory Analysis Coordination and Support.

- Support coordination and distribution of samples and the tracking of collected samples throughout the entire analytical and data reporting process. Coordinate laboratory analyses and associated data, including team subcontractor effort and/or effort performed by analytical laboratories from national listings of pre-qualified, specialized laboratories as identified within the work assignment.
- Provide laboratory support, including laboratory preparedness studies related to contaminants of concern, laboratory partnerships and data sharing (including Informational Technology structure necessary to facilitate data transfer amongst the laboratory/Water Sector) to effect the most rapid contaminant identification possible, development of protocols, developing and providing Proficiency Testing (PT) samples, and conducting laboratory reviews and audits.
- Support development, testing, and implementation of standard formats for transmission of laboratory related field sample information from the field to the laboratory.

2.8.4. Laboratory Documentation, Contaminant Selection, and QA Support.

- Support data review for completeness, compliance with quality assurance/quality control procedures, and other reporting requirements as defined by the Agency.

- Provide technical support during the preparation, evaluation, or revision of procedures for selecting pollutants-of-concern in water media, including a procedure for establishing the priority of the pollutants-of-concern, and document the methodology, assumptions, and rationales for the approaches. The EPA will make a final decision on a procedure and the evaluation of a pollutant based on the appropriate technical information and Agency policy.

2.9. Detection/Identification/Decontamination Initiatives.

- Develop guidance, standards, and techniques for detection, quantification, inactivation, decontamination, and disposal of contaminants and/or contaminated materials and equipment.
- Support review of and updates to EPA priority water contaminant lists, and data on contaminant properties as knowledge gaps are filled.
- Support research, development, testing, training, and communication/implementation of enhanced methods for detection, identification, treatment, and containment of biological, radiological, and chemical warfare agents, or bulk industrial chemicals utilized as harmful agents. Support information collection, analysis, and compilation of existing analytical instrumentation and methodologies for their applicability to water security priorities.
- Support development of a comprehensive understanding and definition of analysis goals, (such as data quality objectives) for contamination events.
- Support implementation of decontamination strategy developed for the Water Sector, including guidance development relative to collection and disposal of decontaminated material/wastewater.
- Develop guidelines for safe and effective analysis, treatment, collection, neutralization, and disposal of decontaminated water and water infrastructure, including byproducts that may result from various alternatives.
- Perform and update economic and life-cycle analyses of detection, decontamination, containment, and disposal technologies.
- Coordinate sampling and analysis from contaminated sites and support evaluation and assessments of decontamination/containment/disposal processes.

- Provide technical support and training for initiatives for decontamination of equipment, buildings, outdoor areas, and agricultural sites.
- Support evaluation of “unattended operations” and how they can be protected from physical, cyber, weather change, and contamination threats and attacks.
- Support evaluation of intentionally introduced biological, chemical, or radiological contaminants on sewage sludge and other residuals associated with wastewater treatment.
- Provide technical support for the development and application of innovative methods to monitor the progress of decontamination and disposal activities.

2.10. Climate Change Initiatives.

Extreme weather events, rising sea levels, shifting precipitation patterns and temperature variability, all intensified by climate change, have significant implications for the sustainability of the Water Sector; which includes drinking water, wastewater, and stormwater utilities. By planning for, assessing and adapting to these challenges, the Water Sector can fulfill its public health and environmental missions and begin the process of becoming climate ready.

EPA's Climate Ready Water Utilities (CRWU) initiative (www.epa.gov/climatereadyutilities) assists the Water Sector in addressing climate change impacts. The Agency develops practical and easy-to-use tools that promote a clear understanding of actionable climate science and adaptation options by translating complex climate projections into accessible formats. This information helps utility owners and operators better prepare their systems for the impacts of climate change.

A variety of factors determine the rate and magnitude of climate change, including the emissions of greenhouse and aerosol-producing gases, the carbon cycle, the oceans, biosphere, and clouds. Uncertainties in predicting the direction and magnitude of these changes make it difficult to predict the impacts of climate change. However, even small changes in climate can lead to effects that are far from trivial.

In support of the EPA's CRWU initiative, the contractor shall:

- Provide vast experience and knowledge regarding climate change projections, models, and emission scenarios related to global temperature increase, precipitation changes, evapotranspiration, runoff, and the net impacts of increased atmospheric carbon dioxide concentrations, as well as sea-level rise.

- Provide a vast knowledge of and experience with the work being conducted by the Intergovernmental Panel on Climate Change and the U.S. Global Change Research Program.
- Provide vast experience and knowledge on how the science of climate change influences anthropogenic factors.
- Recognize the effects of greenhouse gas concentrations on the atmosphere and the potential magnitude of the "greenhouse effect," when evaluating possible environmental impacts and considering policy responses.
- Provide assistance to EPA in developing and implementing practical tools, training, and resources needed to support drinking water, wastewater, and stormwater utility managers, as well as other Water Sector decision-makers, with emphasis on adaptive management approaches to addressing climate change impacts. For information technology products, such as electronic tools and mobile websites, CO and IMO authorization must be obtained prior to beginning work.
- Assist the EPA in helping Water Sector utilities: (1) assess climate change vulnerabilities; (2) develop and implement adaptation measures; (3) engage and educate stakeholders; and (4) share lessons learned with other coastal/utility managers.
- Provide review, analysis, and technical assistance related to the array of climate change impacts affecting the Nation's Water Sector utilities, as well as the adaptive and potentially mitigative countermeasures utilities could undertake.
- Support the dissemination of guidance and information related to the understanding of climate change impacts, adaptation, and mitigation measures within the Water Sector.
- Support the development of climate change related risk assessment tools and software, and coordination of outreach and forums with stakeholders concerning to climate change matters.
- Develop scenarios for tabletop exercise tools or other outreach trainings and workshops related to climate change.
- Investigate the viability of onsite electrical generation with unconventional fuels and review the potential funding opportunities within the government for supporting response and mitigation actions related to climate change impacts.

2.11. Technical Support for Contamination Warning Systems and Distribution System Monitoring.

Technical Support for Contamination Warning Systems and Distribution System Monitoring may, potentially, upon authorization of the CO and the Office of Water's Information Management Official (IMO), include the development of information technology products such as on-line tools and mobile applications. All technology products must be conducted in adherence with Agency policies and procedures. All development, if approved by the CO and IMO, must be conducted on systems that have an approved Authority to Operate (ATO), in accordance with the Federal Information Security Management Act (FISMA).

- Evaluate and provide technical support of the Water Quality Surveillance and Response System and distribution system monitoring efforts at drinking water facilities, as well as develop guidance related to those systems.
- Assist the EPA in developing materials and technology transfer for stakeholder outreach and communication in support of the Water Security initiative, or for similar endeavors at water utilities.
- Support efforts to detect contamination incidents, and improve the day-to-day operation of drinking water systems.
- Provide technical assistance in the development of guidance on the design, implementation, and operation of Water Quality Surveillance and Response Systems for use by all drinking water systems in the United States.
- Provide technical support in system engineering, sampling and analysis, water quality monitoring, consumer complaint surveillance, enhanced security monitoring, public health surveillance, and consequence management as it relates to Water Quality Surveillance and Response Systems and distribution system monitoring.
- Support the development, implementation, and evaluation of consequence management plans (CMP) for water utilities. The CMP defines roles, responsibilities, and actions when a contamination incident is deemed "possible", as determined through initial trigger validation procedures within each of the monitoring and surveillance components. Consequence management (CM) involves gathering additional incident information to determine the credibility of the incident, while also specifying response actions to protect public health and minimize damage to the system, such as isolation of contaminated water, public notification, water use restrictions, and public health intervention.
- Additional, related activities may include technical support for laboratory capability and capacity issues, Water/Wastewater Area Response Network (WARN) programs, online water quality monitoring (including event detection and modeling) and program

management.

- The contractor shall stay current on, and it may need to provide technical input or summary of results of, ongoing, relevant research in technical areas supporting the Water Quality Surveillance and Response Systems project, particularly research in the areas of monitoring and detection, analytical methods, field testing, and event detection. Collaborate and coordinate communications with utilities, laboratories, local public health departments, local emergency management organizations, and other key stakeholders to implement the Water Quality Surveillance and Response Systems.

2.12. Pandemic Illness Initiatives.

- Support DHS in developing Sector-specific pandemic guidance for the Nation's critical water infrastructure.
- Provide Water Sector input on pandemic vaccine and antiviral prioritization guidance.
- Develop tools that will help the Water Sector plan and prepare for a pandemic illness outbreak. Tools that include the development of information technology products will be developed only after authorized by the CO and IMO.
- Provide information to the Water Sector about pandemic illnesses as they relate to the Water Sector.
- Engage in discussions with the Water Sector about Sector needs and capabilities during a pandemic illness outbreak.
- Meet Agency obligations in assisting Water Sector utilities during a pandemic illness outbreak when social distancing and other control mechanisms may be utilized.

2.13. Chemical Security Responsibilities

- Provide support for emerging requirements and roles for the EPA, consistent with Congressional or Administration policies and practices, related to chemical security.
- Provide assistance regarding information gathering and analysis to ensure the Agency stays apprised of chemical security developments within the Water Sector.
- Assist with issues related to the Department of Homeland Security's Chemical Facility Anti-Terrorism Standards (CFATS) as it pertains to Water Sector chemical security.

2.14. Information Security, Compilation, and Coordination.

- Develop and revise criteria and guidance for handling and sharing sensitive information with other agencies and the public.
- Develop and disseminate surveillance technologies, analytical methods, and monitoring initiatives through a sharing framework between Federal, state, and tribal personnel, water utilities, and the public when needed.
- Support coordination of efforts within the Agency and externally in the event of, and/or in preparation for, a threat to water security.
- Develop, revise, and maintain new technologies for enhancing communications during incidents.
- Develop, maintain, and revise internal and external incident communications protocols. Provide training as necessary on communication initiatives.
- Upon authorization of the CO and IMO, develop and maintain secure web interfaces and communication processes, including secure database and internet connections. Support application development to cross operating system platforms.

2.15. Technology Transfer and Document Support.

- Conduct literature searches, and prepare option papers, reports, summaries, white papers, or other deliverables identified in work assignments related to this PWS.
- Review technical publications and innovative methods for data about detection, identification, containment, decontamination, and disposal of specific and/or new contaminants, and update data bases or summaries as necessary with the information collected.
- Coordinate and facilitate information exchanges, meetings, and workshops with identified partners, technical experts, or other identified audiences.
- Support review and verification of secondary and primary data.
- Disseminate research results and other security related information through conferences, meetings, and technical distribution means.

- Develop, edit, and update, as necessary, bulletins, advisories, reports, guidance documents, fact sheets, and other outreach materials related to the subject matter and scope of this PWS.
- Provide program planning to support scientific workshops, meetings, trainings, and conferences; logistical support; facilitation; and technology transfer activities to inform and educate audiences in accordance with issued work assignments.
- Provide quality enhancement of technical documents, including preparing documents for multimedia usage (scan and format), editing for readability, utilizing clear and concise language, and targeting materials for the appropriate audience.

2.16. Program Management Support.

- Support, assess, summarize, and provide reports on the status, strategic planning, cost/benefit and/or economic impact analysis, threat response options, and risk analysis for Water Sector security and preparedness initiatives.
- Coordinate the peer review of subject matter related to this PWS, consistent with the work processes and requirements detailed in PWS Section 3.1.16.
- Coordinate and facilitate technical expert reviews for projects such as, but not limited to, draft analytical methods and protocols concerning contaminants of concern.
- Provide cost/benefit analysis, statistical or survey support, risk assessment support, docket support, internal mission specific program evaluations and reviews, ICR preparation support (Information Collection Request) and economic impact analysis as necessary to support decision making by the Agency, relative to the scope of the PWS.
- Provide in house QA/QC technical editing and reviewing of any deliverables specified in work assignments.
- Analyze, review, respond to, and report on the applicability of various legal requirements to security concerns, such as the release of security type information (i.e., information generated in sanitary surveys) under the Freedom of Information Act (FOIA) laws.

2.17. Technology Initiatives.

- Provide technology development, testing, and training to enhance the capability for improving and protecting the Water Sector and other infrastructure.

- Develop and implement pilot testing programs in support of innovative options relative to PWS requirements.
- Develop, assess, and track new technologies, including nanotechnology, for sampling and analysis, monitoring, identification, decontamination, and risk assessment, relative to protecting the Water Sector and national infrastructure.

2.18 Sector-Specific Agency Responsibilities and National Infrastructure Protection Plan Implementation.

As the SSA for Water Sector, the EPA takes the lead for, and aligns, all national and Water Sector strategic planning and program management efforts; and provides national leadership in developing and promoting security programs and tools that enhance the Sector's all-hazards approach to preventing, detecting, responding to, and recovering from potential terrorist attacks, other intentional acts, natural disasters, and other hazards.

- Support the Agency's responsibility as the SSA for the Water Sector including but not limited to:
 - Collaborating with all relevant Federal departments and agencies, tribal, State and local governments, and the private sector;
 - Conducting or facilitating vulnerability assessments of the sector; and
 - Encouraging risk management strategies to protect against and mitigate the effects of all-hazards attacks against CIKR.
- Collaborate with sector security partners and support sector-coordinating mechanisms to:
 - Identify, prioritize, and coordinate protection of CIKR; and
 - Facilitate the sharing of information, physical and cyber threats, vulnerabilities, incidents, potential protective measures, and best practices.

To implement its requirements under HSPD-7, the DHS collaborated with all SSAs and Water Sector security partners to develop the NIPP. Under PPD-21, which superseded HSPD-7, certain Federal agencies, including the EPA, are working to identify and prioritize critical national infrastructure and resources for protection from both physical and cyber threats that could cause catastrophic health impacts or mass casualties; undermine public confidence; or disrupt essential government functions, essential services or the economy.

- The Contractor shall support the EPA under the NIPP framework by:
 - Supporting NIPP concepts

- Coordinating funding and implementation programs that enhance CIKR protection
 - Coordinating development of the SSP in collaboration with sector security partners
 - Undertaking measures outlined in the NIPP Implementation Initiatives and Actions matrix
 - Developing and maintaining partnerships with security partners, and
 - Protecting critical information according to authorities and guidelines.
-
- Support coordination and collaboration around these NIPP-related requirements with Federal, State, tribal, and local government partners, national and State associations, the Water Sector Coordinating Council (WSCC), and the Government Coordinating Council (GCC).
 - Support implementation of the NIPP partnership model to implement the Water Sector's security goals and objectives.
 - Use this partnership model to develop and refine protective programs to better prepare utilities to prevent, detect, respond to, and recover from terrorist attacks, other intentional acts, natural disasters, and other hazards.

The anticipated work to be assigned to the contractor in any of the program areas is illustrated in the following general work requirements applicable to the PWS as referenced below.

3. GENERAL WORK REQUIREMENTS

3.1 General Tasks

3.1.1 Furnishing Facilities, Materials, Equipment, Expertise, Etc.

- The contractor shall furnish all facilities, materials, equipment, computing systems, and necessary professional, technical, scientific, and support personnel in support of the effort in this PWS, and as further described by specific work assignments in accordance with the contract schedule.
- The initial submission of all documents shall be in draft form (either paper or electronic as defined in the individual work assignment) for EPA review and comment. Required revisions will be provided to the contractor by EPA for incorporation into a final document.

3.1.2 Program Manager.

- The contractor shall identify only one individual to serve as the Program Manager. The Program Manager shall be the main point of contact for the contract. The Program Manager shall be responsible for the performance of work under this contract, and, shall be designated a key person in accordance with the Key Personnel clause at EPAAR 1552.237-72.

3.1.3 Standard Software.

- The contractor shall develop documents and databases using EPA standard and approved software (e.g., Microsoft Word, Internet Explorer, Access, Excel, unless specifically requested to do otherwise in a work assignment.
- Software documentation for all contractor-developed or non-standard programs and models shall be accessible to the WA COR and other persons authorized by the EPA CL COR.
- Linkages between health and environmental data sources and EPA access portals shall support flows, analysis, and tools necessary to monitor and respond to incidents and threats.
- The contractor may support development and maintenance of secure portals, web information resources and computer linkages.

3.1.4. Laboratory Support Capabilities.

To support the Agency requirements for Water Sector security, at times the contractor may, at times, need to coordinate the services of an appropriately equipped laboratory that can analyze pollutants of concern (such as pesticides, biologic, radiological, and chemical warfare agents, or bulk industrial chemicals utilized as harmful agents) using appropriate methods as specified in a work assignment. The contractor shall:

- Have an established plan in place to coordinate appropriate laboratory services when necessary, i.e., to access the facilities, equipment, and scientific expertise needed to conduct laboratory and field studies on the presence and effects of chemicals, biological agents, radiologicals, pesticides, and other pollutants of concern, and to provide effort including developing assessments, criteria, and bioassessments.
- Be capable of providing quantitative, as well as qualitative review of analytical data generated from the analytical laboratories, with emphasis on quality control.
- Prepare a Project Specific Quality Assurance Project Plan (SQAPP) for work assignments that require environmental measurements (field or laboratory).
- Have in place a Quality Management Plan (QMP) for the contract for work assignments that use secondary or third party data. The QMP shall be a separate section in the contractor's proposal, and it shall be prepared in accordance with the Section E clause "Higher Level Contract Quality Requirement".

3.1.5. Quick Response.

- The contractor shall provide information and expertise that will be used by the EPA for quick responses and analyses of options, issues, and policy decisions as they relate to the tasks in this PWS. Quick responses are those that require completion in one to seven days or as specified in a work assignment. Some quick response work assignments may require effort within a 24 hour period. The EPA will review the results of all contractor analyses, and make a final decision with regard to program objectives and policy decisions.

3.1.6 Required Expertise.

- The contractor shall provide, or have access to, appropriate technical experts in the disciplines required to support this performance work statement, to include, but not be limited to:
 - Environmental engineering (including wastewater and drinking water);

- Toxicology;
 - Microbiology;
 - Environmental science;
 - Security management and planning;
 - Database development and manipulation;
 - Health science;
 - Emergency response and recovery planning;
 - Mitigation planning;
 - Facilitation;
 - Communication and marketing;
 - Training development and implementation;
 - Chemistry;
 - Strategic planning.
- The contractor shall be familiar with and able to work with the SCADA (Supervisory Control and Data Acquisition) system.

3.1.7. Security Clearances.

The contractor must possess prior to the due date for receipt of proposals, the following National Security Clearances as specified in the Contract Security Classification Specification (DD254) and maintain these clearances throughout the life of the contract: (1) Top Secret Facility Clearance; (2) Secret Safeguarding Clearance; (3) Top Secret Personnel Clearance for one staff member who has expertise in analysis of threats and intel and vulnerability assessment of drinking water and wastewater facilities; and (4) secret level personnel Clearance for three (3) additional personnel, one with expertise in Chemistry, one with expertise in Microbiology, and one with expertise in environmental Engineering.

In addition, the contractor shall:

- Have a successful process for securing Top Secret or Secret clearances for identified personnel.
- Comply with the National Industrial Security Program Operating manual (NISPOM) and any revisions to that manual. The NISPOM is located at <http://www.dssmil/documents/odaa/nispom2006-5220.pdf>
- Comply with the Security Agreement (DD254), including the EPA National Security Information (NSI) handbook, and any revisions to that manual. THE NSI handbook will be provided to the awardee at time of award.

3.1.8. Administrative Acts.

The contractor shall comply with the requirements for studies and rule making records in the Administrative Procedures Act (APA), the Paperwork Reduction Act (PRA), the Clean Water Act (CWA), OMB Circular A-130 for Management of Federal Information Resources, the Federal Rules of Appellate Procedure (Rules 16 and 17, 28 U.S.C.A.), EPA Docket Policy, Information Collection Request (ICR) requirements, and any other appropriate authority.

3.1.9. Regulatory, Policy, Strategy and Guidance Development Support.

The contractor shall:

- Provide multi-disciplinary expertise for technical and administrative tasks related to legislative, regulatory, policy, strategy, and guidance development specific to the program areas outlined in the PWS. This support shall primarily consist of collecting, compiling, analyzing, and presenting data and information that the EPA may use in the regulatory and decision making processes.
- Provide technical, policy, and programmatic support for negotiated rulemaking. This may include supporting the development of draft regulations, conducting cost-benefit analyses, preparing information collection requests, providing technical support for stakeholder negotiations, and developing guidance. Typical outputs from this support may include technical reports, papers, and studies.
- Collect, compile, analyze, and provide data and information in support of the EPA's preparation of reports to Congress.
- Perform the specific tasks in the PWS in accordance with the appropriate EPA risk assessment and science policy guidance, as specified in a work assignment.
- Support in developing guidance may include the use of new technologies or the modification of existing test methods to identify and develop protocols for addressing, quantifying, tracking and neutralizing contaminants of concern.

3.1.10. Rulemaking, Guidance, and Technical Publication Support.

The contractor shall:

- Index and summarize public and peer review comments on proposed regulations, guidance, and technical documents.
- Prepare an index of issues in the information provided by EPA (e.g., typically public comments submitted in response to a proposed regulation, guidance, information collection request, or draft technical document publication).

- For technical issues assigned by the WACOR, prepare draft technical responses to the issues in the comments including all relevant citations to the administrative record, based on a knowledge of the appropriate rulemaking, guidance, or draft technical publication. The EPA will review the draft technical responses, and prepare the final responses to the comments. The contractor will compile final responses into a responsiveness document.

3.1.11. Foreign Language Translation.

- When included in a work assignment, the contractor shall provide, a complete and accurate translation of foreign language articles cited in a criteria document or technical guidance document.
- The contractor may provide translation support during international meetings, seminars, or technical transfer activities.
- Translations shall be performed by experienced scientific translators well-versed in chemical, toxicological, biological, or microbiological terminology, as appropriate.
- The contractor shall insure that there are no terminology or language usage ambiguities that make interpretation or analysis of the findings difficult.
- No translations shall be made without the prior written approval of the Project Officer.

3.1.12. Administrative Record Support.

- The contractor shall provide the data and documentation to be used by the EPA in the analysis of technical issues and options for proposed and final regulation, draft and final criteria, and other publications, as specified in a work assignment. Deliverables under this task include data summaries, technical reports, option papers, issue papers, and public and confidential records and files.
- The contractor shall describe and document the data gathering activities; display, characterize, and interpret the data and information collected; obtain copies of any references used; and describe all methodologies used.
- Written reports and corresponding records and files shall be prepared, organized, indexed, and cross-referenced in an administrative record for a proposed or final regulation, draft or final criteria, or other publication so that

the analyses and conclusions can be reproduced based on the information in the administrative record.

3.1.13 Outreach Materials.

- The contractor shall develop marketing and communications materials in support of the tasks in this PWS. Those materials may include, but are not limited to, integrated communication plans, brochures, presentation boards, workbooks, camera-ready copy, talking points, electronic slide shows, fact sheets, pamphlets, posters, videos, INTERNET layouts, webcasts and websites, infographics, podcasts and models.
- The contractor will be prepared to develop products in the latest communication formats. The materials shall be developed for use in media events (e.g., press releases), training, presentations, meetings, and briefings. All materials shall be provided in accordance with the limitations set forth in the Section H clause titled "PRINTING (EPAAR 1552.208-70.)"
- The contractor shall provide a draft of all materials for approval by the WA COR, and shall prepare the final materials based on the WA COR's comments on the draft materials.
- The contractor shall be able to translate complex scientific information into simplified, accurate information for communication to the public; it shall also have the capability to conduct mass mailings, and send mass e-mails as directed in work assignments.
- For print products, the contractor shall provide a camera-ready copy and a disk copy in a format that enables the material to be loaded onto the INTERNET.

3.1.14 Workshop Support.

- The contractor shall provide developmental, facilitation, training, and logistical support for workshops, symposiums, conferences, training sessions, and public meetings, and obtaining appropriate individuals to address various issues.
- Meeting support shall be limited in scope, and shall cover only those meetings required to address the requirements in this PWS.
- The contractor shall arrange travel only in accordance with the authority and limitations in the Section H clause titled "APPROVAL OF CONTRACTOR TRAVEL" (i.e., use of contract funds to reimburse travel is strictly limited to logistical support for speakers, scientists, and experts who contribute directly to the

performance of the requirements specified in a work assignment issued under this PWS).

- The contractor shall support EPA by:
 - Developing and providing information for meeting agendas, including typing the agendas;
 - Preparing drafts of technical information for use in briefing materials;
 - Identifying and inviting speakers and experts to participate in workshops, symposiums, conferences and training sessions, etc.;
 - Arranging for meeting space when Government space is not available;
 - Arranging for the appropriate audio-visual equipment;
 - Providing advance announcements, registration support, on-site technical support, visual aid preparation, logistical support, case study preparation, and interactive and role-playing activity development;
 - Facilitating and participating in technical panel discussions;
 - Presenting technical papers; and
 - Preparing a report of the meeting, including the meeting results, for approval by the WA COR.

3.1.15 Third-Party Data Review.

- The contractor will provide technical expertise to evaluate the quality of third-party data (journals, grey literature, non-EPA databases, etc.), including contacting authors, if required, to obtain additional quality information. Quality will be compared to EPA and programmatic guidance for acceptability.
- The contractor will also review and verify primary and secondary data if requested to do so by the work assignment.

3.1.16. Peer Review.

- The contractor shall perform technical peer review of technical documents and materials related to the topics described in this PWS, which were prepared by entities other than the contractor the contractor's team members and consultants. No peer review or review of technical or analytical documents should be undertaken by the contractor on documents, data, or studies contributed to, or completed by the contractor, contractor's team members, or its consultants. The number of reviewers required and their qualifications will be specified in work assignments; those qualifications may vary with the technical nature of the product. It is the responsibility of the contractor to ensure that all peer reviews are conducted in a manner to avoid all actual, potential, or

apparent conflicts of interest, including the submittal of conflict of interest certifications consistent with contract requirements.

- The contractor shall follow all procedures concerning COI and Ethics related to the peer review process outlined in Section 3.4.5 of the EPA's Science Policy Council Handbook on Peer Review, (EPA/100/B-06/002, 3rd Edition) or the most recent rendition of that handbook. The Handbook can be found electronically at the EPA website, <http://www.epa.gov/peerreview> and should be considered the guidance document for all elements of the peer review process.

The specific processes and responsibilities involved with the Peer Review task include:

- Selecting appropriate subject matter experts as peer reviewers;
- Developing the charge to the peer reviewers;
- Providing peer review support to the reviewers, including literature searches and related documents;
- Providing logistical and facilitation support to the peer review workshop(s) or meeting(s); transcribing, compiling and distributing all post meeting comments, proceedings, and summaries; and
- Providing a final document to the EPA CL COR/WA COR including comments, alternatives, dissenting views, sources relied upon, and recommendations.

3.1.17. Database Support.

Database Support may, potentially, upon authorization of the CO and the Office of Water's Information Management Official (IMO), include the development of information technology products such as on-line tools and mobile applications. All technology products must be conducted in adherence with Agency policies and procedures. All development, if approved by the CO and IMO, must be conducted on systems that have an approved Authority to Operate (ATO), in accordance with the Federal Information Security Management Act (FISMA).

- The contractor shall develop and maintain databases to efficiently and systematically gather, store, and manipulate a variety of technical, environmental, statistical, scientific, security, and laboratory information.
- Technical support shall include, but is not limited to, statistical analysis, testing of functionality, retrieval of data, reporting from data, integration and normalization of information from different data bases and GIS, tracking and maintenance of information, reporting of results, training on database usage, and incorporating data and website security measures to maintain the integrity and security of the data.

- Data management support shall also include the ability to create an electronic data deliverable (EDD) and installing EDD where needed. Database support also includes the preparation of appropriate user manuals. Database support shall be keyed to be user friendly to the audiences designated in work assignments.

3.1.18. Technology Innovation and Development.

- The contractor shall support the EPA by conducting research, field, pilot and bench-scale evaluations, and development initiatives in support of emerging technology related to climate change adaptation efforts, all-hazard mitigation assessment and planning, communication, surveillance, nanotechnology, sampling and analysis, monitoring, identification, decontaminating, and risk assessment of contaminants of concern, in actions supporting the Water Sector and infrastructure protection, readiness and emergency response actions.
- Support to EPA's activities under this contract may involve field evaluations; data collection and review (including statistical assessment); bench and pilot-scale evaluations to further elucidate process capabilities and engineering parameters; treatability testing to verify compatibility of the technology with the contaminant or waste type; technology demonstrations, document and videotape preparation; and technology transfer activities.

3.1.19. Survey/Statistical Requirements.

- The contractor shall design and conduct surveys and provide data analysis.
- Consistent with the Paperwork Reduction Act, Executive Order 12291, and Office of Management and Budget requirements, the Contractor shall design draft survey instruments for collection of technical, economic, and financial data necessary to assist the EPA in its guidance development, and program and policy implementation.
- The contractor shall use statistical procedures and methodologies in analyzing and interpreting data from chemical analyses of environmental samples, wastewater treatment system performance data, process and production evaluations, chemical analytical methods evaluations, surveys, and other sources. The types of methodologies shall include, but not be limited to: nonparametric statistics, multivariate analysis, regression analysis, maximum likelihood estimation, analysis of variance, time series, categorical data analysis, survey statistics, inferential statistics, spatial analysis, survival analysis, and graphical analysis.

- The contractor shall clearly specify the methods, procedures, assumptions, relevant citations, data sources, and data that support the results and any recommendations.
- The contractor shall document alternative methods, procedures, and assumptions that it considered in the statistical analysis.
- The EPA will review all outputs and provide agency input/changes. The contractor shall incorporate the changes specified by the EPA.

3.1.20. Health and Safety Requirements.

- The contractor shall plan and implement health and safety requirements for contractor personnel engaged in contract activities.
- The contractor shall support health and safety requirements related to the program scope of work requirements, such as implementing appropriated procedures to protect personnel in facilities where decontamination activities are being conducted.

3.2. Information Technology Requirements

All work performed under this contract shall adhere to clause, "EPAAR 1552.211-79 Compliance with EPA Policies for Information Resources Management," which requires the adherence to all Agency directives for performance of any IRM related work.

Information Technology Architecture Road Map (ITARM) [<http://www.epa.gov/epahome/hi-watersecurity/ITRoadMap>]. For development/enhancement of information resources, the contractor must adhere to all technical specifications listed in the ITARM.

Environmental Information Management System (EIMS), [<http://www.epa.gov/eims>]. A contractor developing or enhancing an information resource shall first conduct a thorough search of existing information resources, through means such as EIMS, to ensure development/enhancement of information resources does not duplicate existing information resources. If duplication is determined, the contractor shall consult with the EPA project officer to ensure that the contractor optimally utilizes existing information resources in conjunction with the information resource being developed/enhanced. For any development/enhancement of information resources, the contractor shall work with the EPA on inserting/updating resource description information in EIMS.

Data Standards and Environmental Data Registry (EDR) [<http://www.epa.gov/edr>]. Any development/enhancement of information resources¹, as well as any data products flowing to or from EPA information resources, must adhere to data standards detailed in the EDR.

Monitoring Information in STORET [<http://www.epa.gov/STORET>]. Any ambient water quality, chemical, physical, biological, sediment, tissue, and ecological monitoring data collected as part of contract, grant, or cooperative agreement activities must be entered into STORET or made available to the EPA in a STORET compatible format.

National Hydrography Dataset (NHD) Indexing [<http://www.epa.gov/waters>]. Data related to OW programs that is required to meet the EPA Latitude/Longitude Standard shall also be indexed to the NHD, using EPA OW standard formats available on the WATERS website. Exceptions include groundwater data and data that is related to points greater than two miles from the United States coastline. The WATERS website describes the EPA tools and training that are available for NHD indexing.

3.3. Environmental Justice

Executive Order 12898 (Environmental Justice) directs federal agencies to focus on minority and low-income populations in implementing their programs, policies, and activities. Consistent with the Agency's continuing commitment to environmental justice and for fair treatment of all people, the contractor shall notify the EPA contract level contracting officer's representative (CL COR) of minority and low-income populations, as well as populations with differential patterns of subsistence consumption of fish and wildlife, likely to be affected by a program, policy, or activity associated with work done under the contract. Furthermore, when directed by the EPA, the contractor shall identify any disproportionately high and adverse human health or environmental effects of the program, policy, or activity of concern on these populations.

3.4. GREEN MEETINGS AND CONFERENCES

The contractor shall follow the clause, 1552.223-71 EPA Green Meetings and Conferences (*May 2007*), for the use of off-site commercial facilities for an EPA event, whether the event is a meeting, conference, training session, or for some other purpose. "Environmentally preferable" is defined at FAR 2.101, and shall be used when soliciting quotes or offers for meeting/conference services on behalf of the Agency.

3.5. CONFERENCES AND WORKSHOPS

The contractor shall immediately alert the WA COR to any anticipated event under any work assignment which may result in it incurring an estimated \$20,000 or more in costs, funded by EPA, specific to that event, meeting, training, etc. Those costs would include the travel of both prime and consultant personnel, planning and facilitation activities, AV and rental of venue expenses, etc. The EPA WA COR will then prepare for approval internal paperwork for the event and will advise the contractor when appropriate signatures have been obtained. At that point, effort can proceed for the event. If the event is being sponsored by another EPA organization, the organization providing the planning is responsible for the approval.

3.6. SOFTWARE APPLICATION AND ACCESSIBILITY (SECTION 508 REHABILITATION ACT AND AMENDMENTS)

Software application files, if delivered to the Government, shall conform to the requirements for accessibility. Those requirements are detailed in the 1998 amendments to the Rehabilitation Act, particularly, but not limited to, § 1194.21 Software applications and operating systems and § 1194.22 Web-based intranet and internet information and applications. See: <http://www.section508.gov/>

Preferred text format:	MS Word, 8.0 or higher (Office 2003 or higher)
Preferred presentation format:	Power Point, Office 2003 or higher
Preferred graphics format:	Each graphic is an individual GIF file
Preferred portable format:	Adobe Acrobat, version 6.0

The EPA WA COR shall identify which of the delivered products will require 508 compliance.

ATTACHMENT 2
REPORTS OF WORK

WATER SECURITY MISSION SUPPORT

The work shall be divided into Work Assignments, each of which will require a Work Plan. Additionally, monthly progress reports and monthly financial management reports are required. Informal bi-weekly expenditure reports and special reports may be required for selected work assignments. Reports submitted under this contract shall reference the contract number, the work assignment number, and the Environmental Protection Agency (EPA) as the sponsoring agency.

MONTHLY PROGRESS REPORT

(a) The Contractor shall furnish 2 copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments and/or task orders, include the estimated percentage of task completed during the reporting period for each work assignment or task order. In addition, if QA/QC activities are required, the monthly report shall include a section addressing QA/QC activities.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contractor Officer authorization, noted with the corresponding work assignment, such as subcontractor consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

- (1) For the current reporting period, display the amount claimed.
- (2) For the cumulative period and the cumulative contract life, display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.
- (3) Labor hours.
 - (i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.
 - (ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor costs.
 - (iii) For the cumulative contract period, display: the negotiated and expended direct labor hours (by EPA labor category) and the total loaded direct labor costs.
 - (iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.
- (4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel program management, and Other Direct Costs (ODCs).
- (5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.
- (6) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved work plans.

(e) The report shall specify financial status at the work assignment task level as follows:

- (1) For the current period, display the amount claimed.
- (2) For the cumulative period, display: amount shown on work plan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the work plan amount or latest work assignment or delivery amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.
- (3) Labor hours.
 - (i) A list of employees, their labor categories, and the number of hours worked for the reporting period.
 - (ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.
 - (iii) For the cumulative reporting period and cumulative contract period, display: the negotiated and expended direct labor hours (by EPA contract labor category) and the total loaded direct labor costs.
 - (iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.
 - (v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.
- (4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.
- (5) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved work plans.
- (6) A list of deliverables of each work assignment or delivery order during the reporting period.
- (7) The amount of funding as specified by the Government for the work assignment; the amount of funding remaining; and the percentage of funding remaining.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following email addresses on or before the 20th of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70 Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports to the following personnel and addresses:

Contract Level Contracting Officer (CL COR)- email address identified in contract
 Contracting Officer- FedConnect message center

ATTACHMENT 3 LABOR CLASSIFICATION STANDARDS

The following definitions of the labor classifications are provided to aid in the preparation of the technical and cost portions of your proposal.

(A) PROFESSIONAL LABOR CLASSIFICATIONS

(1) Level 4 - Plans, conducts and manages projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally operates with the wide latitude for unreviewed action.

Typical Title: Program Manager; Sr Engineer (Chemical, Civil, Environmental, Sanitary); Sr Microbiologist; Sr Trainer; Sr Facilitator; Sr Security Management Analyst/Strategic Planner; Sr Communication/Outreach Planner; Sr Analytical/Environmental Chemist; Sr Environmental Scientist; Sr Health Scientist (toxicology, epidemiology, risk analysis); Sr Program Analyst, Sr. Database Manager, Sr. Systems Analyst
Normal Qualifications: Ph.D. Degree
Typical Experience: 10 years or more

(2) Level 3 - Under general supervision of project leader, plans, conducts, and supervises assignments normally involving smaller or less important projects. Estimates and schedules work to meet completion dates. Directs assistants, reviews progress and evaluates results, makes changes in methods, design or equipment where necessary. Operates with some latitude for unreviewed action or decision.

Typical Title: Engineer (Chemical, Civil, Environmental, Sanitary); Microbiologist (virology, parasitology); Economist, Financial Analyst, Statistician; Facilitator; Trainer; Communication/Outreach/Conference Planner; Analytical/Environmental Chemist, Environmental Scientist; Health Scientist (toxicology, epidemiology, risk analysis); Research Analyst, Database Manager, Systems Analyst; Technical Writer/Editor; Environmental Policy Analyst, Environmental Legislative Analyst
Normal Qualifications: Master's Degree
Typical Experience: 6 years or more

(3) Level 2 - Under supervision of a senior lead or work assignment leader, carries out assignments associated with specific projects. Translates technical guidance received from supervisor into usable data applicable to the particular assignment; coordinates the activities of juniors assistants. Work assignments are varied and require some originality and ingenuity.

Typical Title: Assistant Engineer (Chemical, Civil, Environmental, Sanitary); Assistant Microbiologist (virology, parasitology); Assistant Economist, Financial

Analyst; Assistant Trainer/Facilitator/Communication Specialist; Assistant Analytical/Environmental Chemist, Assistant Env Scientist; Assistant Statistician, PC Data Manager, Systems Analyst; Modeler; Assistant Technical Writer/Editor, Graphic Designer; Assistant Environmental Policy Analyst, Security Specialist
Normal Qualifications: Bachelor's Degree
Typical Experience: 3 years or more

(4) Level 1 - Lowest or entering classification. Works under close supervision of senior lead or work assignment leader. Gathers and correlates basic data and performs routine analyses. Works on less complicated assignments where little evaluation is required.

Typical Title: Research Assistant/Environmental Specialist; Public Education Assistant/Information Specialist/Admin Assistant
Normal Qualifications: Bachelor's Degree
Typical Experience: 0 years or more

ATTACHMENT 4
QUALITY ASSURANCE SURVEILLANCE PLAN
“WATER SECURITY MISSION SUPPORT”

Performance Requirement	Measureable Performance Standards	Surveillance Method	Incentives/ Disincentives
Management and Communications: The Contractor shall maintain contact with the EPA Contracting Officer (CO), Contract Level Contracting Officer's Representative (CL COR), and Work Assignment Contracting Officer's Representative (WACOR) throughout the performance of the contract and shall immediately bring potential problems to the attention of the EPA CL COR and appropriate WACOR. In cases where issues have a direct impact on project schedules, cost, time, or quality, the contractor shall provide options for EPA's consideration on resolving the issues or mitigating their impacts.	Any issue adversely impacting project schedules, cost, time, or quality shall be brought to the attention of the EPA CL COR and appropriate WACOR within 3 work-days of occurrence.	100% of active work assignments (WA) will be reviewed by the EPA WACORs (via the monthly progress report) to identify unreported issues. The EPA WACORs will report any issues to the EPA CL COR who will bring the issue(s) to the Contractor's attention through the CO.	<p>Two or more incidents per contract period of performance where the contractor does not meet the measureable performance standard will be considered unsatisfactory performance and will be reported as such in the CPARS Performance Evaluation System under the category of Management.</p> <p>Fewer than two incidents per contract period of performance where the contractor does not meet the measureable performance standard will be considered satisfactory performance and will be reported as such in the CPARS Performance Evaluation System under the category of Management.</p>
Cost Management and Control: The Contractor shall monitor, track, and accurately report level of effort, labor cost, other direct cost, and fee expenditures to EPA through progress reports and approved special reporting requirements. The Contractor shall assign an appropriate level of skilled personnel to all tasks, practice and encourage time management, and ensure	The contractor shall manage costs to the level of the approved cost estimate on each individual WA. The contractor shall notify the EPA WACOR, CL COR, and CO when 75% of the approved cost estimate for any particular WA is reached. If a contractor fails to manage and control cost, any resultant overrun cannot exceed the total contract obligation for that period.	100% of the active WAs under the contract will be reviewed by the EPA CL COR and appropriate WACOR monthly (via meetings, monthly progress reports & milestones established for each deliverable) to compare actual versus projected expenditures. The EPA CL COR shall review the Contractor's monthly progress reports and request the WACOR's verification of expenditures before	<p>If the contractor does not meet the measurable performance standards in an applicable contract period of performance it will be assigned a rating of Unsatisfactory in CPARS under the category of Cost Control.</p> <p>A satisfactory rating will be reported in the CPARS Performance Evaluation System under the category of Cost Control if the contractor meets the measureable performance standards and</p>

Performance Requirement	Measureable Performance Standards	Surveillance Method	Incentives/ Disincentives
accurate and appropriate cost control.		authorizing invoice payments.	accurately reports the costs in the progress reports according to the requirements in the "Reports of Work" attachment to the RFP.
Timeliness: Services and deliverables shall be in accordance with schedules stated in each WA, unless amended or modified by an approved EPA action.	No more than 15% of all deliverables per WA shall be submitted more than 3 work days past the due date.	100% of the active WAs/deliverables under the contract will be reviewed by the EPA CL COR/WACOR monthly (via monthly progress report & milestones established for each deliverable) to compare actual delivery dates against those approved.	If the contractor does not meet the measurable performance standards per WA during an applicable period of performance, it will be assigned a rating of Unsatisfactory in CPARS under the category of Schedule . A satisfactory rating will be reported in the CPARS Performance Evaluation System under the category of Schedule if the contractor meets the measureable performance standards.
Technical Effort: The Contractor shall abide by its QMP and QAPPs for individual WAs in performing services and providing the support on this contract.	No more than 15% of deliverables and work products for any WA furnished to EPA for review by CL COR/WACOR and QAO shall require revisions to meet the requirements of the QMP and QAPP for the WA.	100% of active WAs/deliverables (and work products) will be reviewed by the EPA CL COR/WACOR to identify noncompliance issues with the QMP and QAPPs for individual WAs.	If the contractor does not meet the measurable performance standards per work assignment it will be assigned a rating of Unsatisfactory in CPARS under the category of Technical (Quality of Product) . A satisfactory rating will be reported in the CPARS Performance Evaluation System under the category of Technical (Quality of Product) if the contractor meets the measureable performance standards.